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Early Retirement Incentive Plan Provisions, 1982-83

November, 1983

Ontario

This publication has been prepared by the Education Relations Commission as one of the services to parties involved in negotiations as outlined in the School Boards and Teachers Collective Negotiations Act.

The purpose of this publication is:

> to provide current and accurate information extracted from written collective agreements in a neutral capacity, to assist the parties during various stages of the negotiation process.

The publication is based on written collective agreements in effect between teachers and school boards for the 1981-82 agreement year (September-August), which have been filed with the Commission. Its contents include verbatim provisions* extracted from these agreements, which provide a qualitative dimension to other Commission publications of a statistical nature.

This document is made available to the parties or others expressing an interest on a request basis.

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* In some instances, only that portion of a provision which is related to the topic of this publication, and not the entire provision, has been included.

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INTRODUCTION

In January of 1981, the Education Relations Commission published Clause File No. 15, **Deferred Salary and Early Retirement Incentive Plans, 1980-81**. No analysis of Early Retirement Incentive Plan (E.R.I.P.). Clauses was undertaken in that publication because only 11 or 8.5% of the agreements on file at that time contained such a provision. Since there are more than three times as many E.R.I.P. provisions on file for 1982-83, the Commission is now in a position to conduct a detailed analysis of these clauses.

AGREEMENTS ANALYZED

As of August, 1983, one hundred and seventy four (174) of a possible two hundred (200), Elementary, Secondary and Roman Catholic Separate School agreements in effect during 1982-83 were available for analysis.

Table 1 gives a breakdown of the agreements available for analysis by type.

TABLE 1

AGREEMENTS AVAILABLE FOR ANALYSIS, 1982-83

	Elem.	Sec.	RCSS	Total
Total number of possible agreements for 1982-83	76	76	48	200
Number of agreements available for analysis	70	57	47	174

AGREEMENTS NOT AVAILABLE FOR ANALYSIS

ELEMENTARY	SECONDARY	R.C.S.S.
Essex	Bruce	Welland
Hamilton	Carleton	
Lake Superior	Dufferin	
Ottawa	Durham	
Red Lake	East York	
Sault Ste. Marie	Essex	
	Etobicoke	
	Fort Frances-Rainy River	
	Grey	
	Hamilton	
	Lake Superior	
	Norfolk	
	North York	
	Ottawa*	
	Red Lake	
	Renfrew*	
	Scarborough	
	Sudbury	
	York City	

* Agreements which contained an early retirement incentive plan in 1981-82.

PREVALENCE OF PROVISIONS

Of the 174 agreements analyzed, 37 or 21.3% provide for an early retirement incentive plan.* Sixteen percent (11 of 70) of the elementary, 40 percent (23 of 57) of the secondary, and 6% (3 of 47) of the RCSS agreements contained an E.R.I.P.

NATURE OF PROVISIONS

a) Eligibility Requirements

Virtually all of the early retirement incentive plans establish eligibility requirements. These

* Also called early retirement allowance plan, early leaving plan, vacancy incentive plan, and attrition inducement plan.

include age, teaching experience, salary position, pension status, and other sorts of qualifications or prerequisites.

i) *Age*

Eighteen agreements specify an age restriction

- 60 or 90 Factor, whichever is less (1 agreement)
- 55 or older (16 agreements)
- 55 or less (1 agreement)

ii) *Teaching Experience*

Twenty agreements establish teaching experience as a qualification.

- 6 years service with the Board (1 agreement)
- 7 continuous years service with the Board (1 agreement)
- 10 years service for credit under the Teachers' Superannuation Act (3 agreements)
- 10 years service with the Board (8 agreements)
- 10 continuous years service with the Board (3 agreements)
- 11 years service with the Board (1 agreement)
- 12 years teaching experience (1 agreement)
- 15 years service with the Board (1 agreement)

iii) *Salary Prerequisite*

Thirteen agreements require the applicant to be at maximum of salary category prior to applying for early retirement.

iv) *Pension Requirements*

Twelve agreements set out pension requirements.

- eligible for "A", "B", or "F" pensions as defined under the Teachers' Superannuation Act (7 agreements)

- eligible for any pension (3 agreements)
- not eligible for full pension, i.e. 70% (2 agreements)

v) *Service Requirement*

Eight agreements require the retiree to work up to 20 days per year for each year of the plan.

vi) *Other*

- permanent contract (2 agreements)
- full-time teacher (1 agreement)
- not redundant or projected to become redundant during the period of the plan (2 agreements)

b) Administration of the Plan

i) *Approval*

Fifteen agreements state that approval of individual requests to participate in early retirement incentive plans rests solely with the Board. An additional five agreements, leave approval to the discretion of the Board, but add that such discretion shall not be unreasonably withheld. And five other agreements while leaving approval to the discretion of the Board, require a letter explaining the Board's rationale for any refusal to grant participation in the plan.

Two agreements which ultimately leave the approval of applications in the hands of the Board, have established joint committees which provide teachers with input into the decision-making process. The relevant clauses are set out below.

Huron Secondary

Applications shall then be forwarded to the Vacancy Incentive Plan Committee which shall consist of two Branch Affiliate Members and two Board representatives.

A tie vote shall be lost.

Should any application be refused, for whatever reasons, a letter of denial of acceptance and an explanation shall be sent to the applicant on or before April 30 of the same school year.

Perth Secondary

The Director shall tender said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20 for separation at August 31.

Monitoring of the plan is to be done annually by a committee composed of three representatives from OSSTF and three representatives from the Board/Administration by October 31.

Two agreements define quotas which must be met.

Lennox and Addington Secondary

The maximum number of applicants which must be accepted shall be the greater of

(i) the number of projected redundancies for the next coming fall;

(ii) 5 percent of the total number of teachers employed by the Board as of January 31st of the current year in the Secondary Panel and and covered by this Agreement.

Nothwithstanding Clause 25.03 (d), additional applicants may be accepted subject to Board approval. The number of additional applicants to be accepted, if any, shall be determined by the Board at its first regularly scheduled meeting following the closing date for application.

Ottawa RCSS

b) Provided a sufficient number of teachers apply and a redundancy situation exists within the Board pursuant to Article 17, the employer shall grant an early retirement incentive plan to the lesser of

   i) 12 teachers system wide or

   ii) the number of teachers declared redundant, by sector and not recalled according to Article 17, by June 15th exclusive of Article 17:06 vii b) to a maximum of 12 teachers overall. This number excludes those who defer under Article 17:06 vii b) that year but includes them the next year.

c) Approval of individual requests to participate in the plan shall rest solely with the Board, if applications exceed the number provided in b) above.

Finally, three agreements set a limit on the maximum number of leaves to be granted. The relevant clauses are also reproduced below

Peterborough Secondary

The number of teachers who are granted the rights under this plan shall be a maximum of five each year. (Note: redundant teachers may apply; teachers contribute 1.0% of gross payroll and an amount equal to that is matched by the Board).

Sault Ste. Marie Secondary

This article will be active only during a time of projected teacher redundancy and may not exceed the number of redundant teachers in any one year.

Elgin RCSS

Teachers in Levels D, C, and B are not eligible for this retirement incentive. The Board is liable to the maximum extent of $30,000.00 in any one year.

ii) *Financial Incentives*

The total amount of the financial incentive usually varies according to an established scale. The scale may be based on any one or more of the following factors: type of pension, years of service remaining until full pension, age of the retiree, or teaching qualifications.

Minimum Incentive

- $1,000 (4 agreements)
- $1,500 (1 agreement)

- $2,000 (9 agreements)
- $3,000 (5 agreements)
- $4,000 (1 agreement)
- $5,000 (8 agreements)
- $10,000 (1 agreement
- 5% of salary (1 agreement)
- difference between retiring teacher's salary and the teacher who is redundant (2 agreements)

Maximum Incentive

- $9,000 (1 agreement)
- $10,000 (8 agreements)
- $12,000 (3 agreements)
- $12,500 (1 agreement)
- $15,000 (2 agreements)
- $18,000 (1 agreement)
- $20,000 (10 agreements)
- $25,000 (2 agreements)
- 25% of salary (1 agreement)
- difference between retiring teacher's salary and the teacher who is redundant (3 agreements).

Twenty-five agreements discuss the method of payment. Seven agreements provide for a lump sum payment upon the date of retirement; seven call for the payment of monies in the year following retirement; while nine agreements make arrangements for spreading out the payments over as many as four or five years. Two agreements require a lump sum payment upon retirement but allow the retireee to defer receipt of the retirement gratuity allowance (which is a separate and distinct allowance).

Seven agreements provide for the payment of any

remaining financial incentives to the estate of the deceased.

iii) *Employee Benefits*

A total of nine agreements mention employee benefits. Five state that the retiree is not eligible for benefits, 3 require the Board to continue paying any or all benefits until age 65 provided the Board is reimbursed by the teacher for the full premium costs, and in one agreement the Board has agreed to pay its share of the premium costs if the early retiree is allowed by the carrier to continue participation in the various plans.

iv) *Duration of Plan*

Fourteen agreements specify a date when the plan is to be reviewed, or a period (usually 4 or 5 years in length) in which the plan is to be in operation. Other plans may terminate once redundancies are no longer present.

Appendix A of this publication presents the clauses upon which the foregoing analysis was based.

APPENDIX A

Frontenac Elementary, 1982-84

ARTICLE XXVI- EARLY RETIREMENT INCENTIVE PLAN

26.1 The Early Retirement Incentive Plan (ERIP) is recognized as a co-operative solution to a current problem of declining enrolment in Frontenac County. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board.

26.2 For teachers age 55 or older with 12 or more years of teaching experience who retire early, the sum payable shall be:

i) $20,000 if retirement is taken before age 62 with 31 or fewer years of teaching experience.

ii) $15,000 if retirement is taken at age 62 with 32 or fewer years of teaching experience.

iii) $15,000 if retirement is taken before age 63 with 32 years of teaching experience.

iv) $10,000 if retirement is taken at age 63 with 33 or fewer years of teaching experience.

v) $10,000 if retirement is taken before age 64 with 33 years of teaching experience.

vi) $5,000 if retirement is taken at age 64 with 34 or fewer years of teaching experience.

vii) $5,000 if retirement is taken before age 65 with 34 or fewer years of teaching experience.

26.3 For teachers who retire on a full "A" pension the sum payable shall be:

i) $5,000 if retirement is taken 5 or more years before 65

ii) $4,000 if retirement is taken at age 61

iii) $3,000 if retirement is taken at age 62

iv) $2,000 if retirement is taken at age 63

v) $1,000 if retirement is taken at age 64.

26.4 The Board agrees to pay the monies indicated in 26.2 or 26.3 either as a separate Early Retirement Incentive Allowance, or as part of the final year's salary, the method of payment to be determined by the teacher.

26.5 The teacher shall forward to the Director of Education an application for payment under the ERIP and a resignation

letter which clearly states the effective date of resignation. This application must be received by the Director by 1 March for effective separation 31 August, or 31 August for effective separation from 31 December to the end of the school year. This letter of resignation shall be conditional upon formal acceptance of the teacher (by the Board) into the ERIP.

26.6 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose until the teacher reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full for the total cost of this employee benefit coverage.

Hastings Elementary, 1982-83

EARLY RETIREMENT INCENTIVE PLAN

11.1.0 PREREQUISITES

11.1.1 An individual must be at least 55 years of age and be eligible for an "A", "B" or "F" pension as defined by the Teachers' Superannuation Act.

11.1.2 An individual must be receiving the maximum salary of his category.

11.1.3 An individual must have 10 years of service with The Hastings County Board of Education credited under the Teachers' Superannuation Act.

11.2.0 OPERATION OF THE PLAN

11.2.1 The teacher shall forward to the Director of Education

-- an application to participate in the plan

-- proof of age

-- proof of service achieved under the Teachers' Superannuation Act

-- a resignation which clearly states the effective date of separation.

11.2.2 The application must be received by the Director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31.

11.2.3 Approval of individual requests tc participate in the plan shall rest solely with the Board.

11.2.4 The Board shall pay to the teacher the sum of $5,000. (which includes vacation pay) per year, to a maximum of four years or age 65, whichever comes first, if their application for E.R.I.P. is approved.

11.2.5 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

11.2.6 If the member dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the persons' estate in accordance with 11.2.4 and 11.2.5.

11.2.7 Any member who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

11.2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.

11.2.9 An individual shall agree to work for the Board for 20 days during each year of participation in the plan. This assignment must be acceptable to the employee and to the Ass't. Superintendent of Staff Services. Any such agreement sahll not result in a reduction in the number of teachers or of teacher strength.

Kenora Elementary, 1982-84

ARTICLE IX - RETIREMENT GRATUITY

9.02 Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Kirkland Lake Elementary, 1982-83

10.15 Early Leaving Plan

(a) Prerequisites

Each member of the Branch Affiliates who:

(i) is presently being paid a salary at the maximum of his salary, and

(ii) has ten (10) or more years of service credited under the Teachers' Superannuation Act, and

(iii) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

(b) Operation of the Plan

1. The member of the Branch Affiliate shall forward to the Director of Education:

   (i) an application for payment under the E.R.I.P.

   (ii) proof of age

   (iii) proof of service achieved under the Teachers' Superannuation Act,

   (iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation.

2. The application must be received by the Director in the month of January for effective separation at June 30th, or

   in the month of September for effective separation at December 31st.

3. The Director shall tender the said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20th for a separation at June 30th, and on or before October 30th for a separation at December 31st.

4. For each full year by which the date of separation predates the 65th birthday of the member, to a maximum of four (4) years, the Board shall pay to the member a sum of Five Thousand Dollars ($5,000.00).

5. Payments shall be made to the member on the anniversary date of separation in each succeeding year until the full amount is paid.

Lakehead Elementary, 1982-83

5:02 Early Retirement Incentive Plan

A. Purpose

The purpose of the Early Retirement Incentive Plan is to enable Elementary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalties incurred under the terms of the Superannuation Act by retiring early.

B. Eligibility Requirements

1. An individual must be eligible for an A, B or F Pension as defined by the Teachers' Superannuation Act.

2. An individual must have a minimum of 10 years' service with The Lakehead Board of Education.

3. During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty days.

4. (a) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before December 31 of the school year in which he plans to retire.

(b) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before March 1st of the previous school year.

5. Approval of individual requests to participate in the Plan shall rest solely with the Board.

6. Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months of the closing date for application.

C. Conditions

1. A Teacher who is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the

total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total 35 years or until age 65, whichever is first.

An individual may participate in the Plan for a maximum of five (5) years.

2. A Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age 65, whichever is first.

3. A Teacher participating in the Plan shall be paid at the rate of $250 per day worked, which includes vacation pay.

4. A participating Teacher and the Board shall jointly sign a contract as appended.

5. A Teacher who is eligible for an "F" pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the service gratuity by deferring acceptance of a pension for the period of enrolment in the plan.

Payment of the service gratuity to a Teacher covered by the above clause will occur during the period of enrolment in the Early Retirement Incentive Plan, and will be based on any arrangement suitable to both the Teacher and the Board.

D. Duration

1. Enrolment in the early Retirement Incentive Plan is limited to the period from September 1, 1979 to August 31, 1984.

Lanark Elementary, 1981-83

ARTICLE 19.00 - EMPLOYEE BENEFIT PLANS

19.01 - The Board's Early Retirement Incentive Policy (No. 619.0) will not be altered by the Board without prior consultation with the Teacher's Negotiating Committee.

POLICY REGISTER

Part H - Staff

EARLY RETIREMENT INCENTIVE

Purpose

The Early Retirement Incentive Plan is intended to enable employees, during a period of declining enrolment, to retire earlier than

might otherwise be possible. The Plan will provide to employees an opportunity to earn following retirement, reducing the impact of the reduction in pension caused by early retirement.

Qualifications

1. An applicant shall, on or before the intended date of retirement:

   a) have achieved the age of fifty-five (55) years

   b) have completed not less than ten (10) years' continuous service with the Board;

   c) be receiving the maximum salary in his Category, salary or wage schedule; and

   d) be eligible to receive an "A", "B" or "F" pension from the Teachers' Superannuation Commission or an early retirement pension from the Ontario Municipal Employees' Retirement System.

Application

1. Each applicant shall forward, to the director of Education:

   a) a written application to participate in the Plan;

   b) proof of age;

   c) proof of credited service in the Teachers' Superannuation Plan or the Ontario Municipal Employees' Retirement System; and

   d) a letter of resignation, clearly stating the intended effective date. This letter may be made conditional upon the writer's acceptance into the Plan.

2. Retirement shall be effective on the thirty-first (31st) day of August. A written application shall be delivered to the Director of Education not later than the thirty-first (31st) day of December preceeding.

3. Notwithstanding 2. above, in exceptional circumstances an application to retire on a date other than the thirty-first (31st) day of August may be considered, in which case written application shall be delivered to the Director of Education not less than eight months prior to the intended date of retirement.

Approval or Denial

1. The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant within two (2) months following the closing date for application.

Operation

1. during each full year by which the date of retirement pre-dates the applicant's sixty-fifth (65th) birthday, but to a maximum of four (4) full years, the participant shall perform for the Board an assignment mutually agreed upon, for a period of twenty (20) days. In the case of a part-time employee this period shall be pro-rated, based on the ratio that his regular employment at the time of his retirement bears to normal full-time employment. In the year during which the participant achieves the age of sixty-five (65) years, if applicable, the number of days required shall be pro-rated, based on the months of September to June inclusive.

2. a) For each day worked by a teacher in Category A1, A2, A3 or A4, a Principal, a Vice-Principal or a Supervisory Officer in accordance with 1. above, the participant shall be paid the sum of two hundred and fifty dollars ($250.00). This sum includes vacation pay.

   b) For each day worked by a teacher in Category D, C or B or an employee not covered by a Collective Agreement with the Board in accordance with 1. above, the participant shall be paid the sum of one hundred and fifty dollars ($150.00). This sum includes vacation pay.

   c) For each day worked by an other employee in accordance with 1. above, the participant shall be paid the sum of one hundred dollars ($100.00). This sum includes vacation pay.

3. Should the participant become incapacitated before the termination of his participation in the Plan, the requirements of 1. above shall be waived during the balance of his participation.

4. Should the participant die before the termination of his participation in the Plan, the requirements of 1. above shall be waved, and the balance of the sums which would have accrued to the benefit of the participant by the intended date of termination of participation in the Plan shall be paid to his estate within sixty (60) days following receipt of proof of death.

Conditions

1. The participant is no longer an employee of the Board and, consequently, is not eligible to participate in any employee benefit plan of the Board.

2. A participant in the Plan who subsequently teaches under a Teacher's Contract shall forfeit all sums then remaining unpaid.

3. In the case of a participant who is eligible for an early retirement pension, who elects to defer his pension until the termination of his participation in the Plan, any Retirement Gratuity payable under the provisions of the Board's Collective Agreements shall

be payable notwithstanding the deferral of that pension. The participant shall obtain, from the Teachers' Superannuation Commission or the Ontario Municipal Employees' Retirement System, written confirmation of the deferral.

Duration

1. Entry into the Plan shall be permitted only until the thirty-first (31st) day of August, 1985.

Lincoln Elementary, 1982-83

Early Retirement Incentives

a) The Board, when there are supernumerary teachers, shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65.

b) For teachers who are eligible for an "A" pension, the sum payable shall be:

   i $10,000. if retirement is taken in the first year of eligibility

   ii $6,000. if retirement is taken in the second year of eligibility

   iii $4,000. if retirement is taken in the third year of eligibility

   iv $2,000. if retirement is taken at least one year earlier than the mandatory retirement age

c) For teachers who are not covered in .06 (b) above but are eligible for a superannuation pension, the sum payable shall be:

   i $10,000. if retirement is taken at or before age 60

   ii $6,000. if retirement is taken at age 61

   iii $4,000. if retirement is taken at age 62

   iv $2,000. if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age

d) Any monies payable under .06 (b) or (c) shall be included in the final year's salary of the recipient, but is not eligible for pension credit as specified by the Superannuation Commission.

e) The basic condition of the plan shall be that it will not cost the board any money.

Middlesex Elementary, 1982-93

ARTICLE XXI - EARLY RETIREMENT INCENTIVE PLAN

21.01 In 1982-83 only, on an experimental basis, the Board shall provide a plan to give financial incentives to full-time teachers to retire earlier than the mandatory age of 65.

21.02 The granting to a teacher of such financial incentive will be at the discretion of the Board, and shall not be unreasonably withheld.

21.03 The basic condition of the plan shall be that it will not cost the Board any money, based on the savings that may result from retaining teachers with lower salaries, who might otherwise have to be declared surplus, or from hiring teachers with lower salaries as replacements for the retiring teachers.

21.04 For calculating savings (or cost) to the Board, the following assumptions shall be used.

i) The Retiree's Salary shall be that which he would receive during the next school year, if he remained on staff.

ii) The Retained Teacher's Salary shall be the salary for the next school year, of the teacher of the same subject(s) or with similar qualifications, who is lowest on the current County Elementary Teachers' Seniority list as of September 30 of the current school year.

21.05 Payments under the plan as outlined in 21.06 and 21.07 (below) shall not exceed the amount calculated in 21.04 (above). Where these would do so, the exact amount calculated in 21.04 (above) shall be paid instead.

21.06 For teachers who are eligible for an "A" Pension under The Teachers' Superannuation Act, the sum payable, subject to 21.05 (above), shall be:

Factor 90 to 91.99	- $10,000
Factor 92 to 93.99	- $ 6,000
Factor 94 to 95.99	- $ 4,000
Factor 96 or higher	- $ 2,000

if retirement is taken at least one year earlier than the mandatory retirement age.

21.07 For teachers not covered in 21.06 (above), but whose age is under 65, calculated at or before August 31 of the year of retirement, the sum payable, subject to 21.05 (above) shall be:

Age 60 - $10,000
Age 61 - $ 6,000
Age 62 - $ 4,000
Age 63 - $ 2,000
Age 64 - $ 2,000

21.08 To be eligible for application for payment under this plan, the teacher shall have taught for this Board for a minimum of seven continuous years prior to the requested effective date of retirement, and shall make application prior to November 1st for payment in the following calendar year.

21.09 Upon receipt of a letter from the Board certifying that the teacher will be eligible for payment under the plan, the teacher must submit a formal resignation within thirty days, or the request will be deemed by the Board to have been withdrawn.

21.10 It is further agreed and understood by both parties to this Agreement that the payment schedules are based upon the premise that the incentive will be paid to a teacher reaching the Factor of 90, or Age 60, whichever is earlier.

21.11 Nothing in this plan shall affect in any way the payment of the regular Retirement Gratuity as outlined in Article 8.01 of this Agreement.

Norfolk Elementary, 1982-83

ARTICLE XVII - EARLY RETIREMENT SEVERANCE INCENTIVE PLAN

17.01 (a) The Board shall provide a plan to give financial incentives to teachers to retire from service earlier than age 65. The Plan shall not be retroactive.

(b) It is understood by both parties that the Plan is a cost saving devise for the Board and a benefit to the teacher.

(c) Subject to Article 17.01 (e), the acceptance of an application for a severance incentive for early retirment as hereinafter set forth, for a particular applicant, may only be denied by the Board if no cost saving would be realized by the Board's acceptance of that particular application.

(d) In order to determine whether or not a cost saving would result by acceptance of a particular application, the following method of calculation shall be used.

Step 1

Determine the number of years the retiring teacher would remain on the Board's payroll if he/she retires at age 65.

Step 2

Calculate the total number of dollars the Board would have to pay the retiring teacher over the period determined in Step 1 pursuant to the terms of the collective agreement in force at the time of retirement.

Step 3

Calculate the total number of dollars the Board would have to pay the replacement teacher over the same period of time on the same basis as the calculation for the retiring teacher and include the incentive the Board would be obliged to pay.

It is understood that the replacement teacher referred to herein is the teacher who would fill the position ultimately left vacant as a result of a teacher retiring under the terms of this plan.

Step 4

If the total number of dollars as calculated in Step 2 exceeds the total number of dollars calculated in Step 3, there is a deemed cost saving for the Board. If the total number of dollars is less, there is a deemed cost to the Board.

(e) When the Board does not have on staff a qualified teacher to replace a particular applicant for the plan, and cannot obtain, within the disposition period set out in Article 17.03 (b), after appropriate advertisement a qualified teacher to replace the particular applicant, the Board may under such circumstances deny that particular application.

17.02 In order to be eligible for the plan, the teacher shall:

(a) be 55 years old or more at the official retirement date; and

(b) have permanent contract with the Board; and

(c) have not less than 10 years consecutive service with this Board; and

(d) be working full time; or be on an approved leave of absence without pay; or be a full time teacher with a voluntary reduction of timetable, and

(e) retire from The Norfolk Board of Education

17.03 (a) The members of the Branch Affiliate shall forward to the Director of Education an application for payment under the plan and a resignation letter which clearly states the effective date of resignation. The application must be received by the director by January 15 for effective separation on or before August 31 or, in the case of teachers retiring in December, by September 30.

Wentworth Elementary, 1982-83

Article XVI

16.01 Compulsory retirement age for Teachers employed by the Wentworth County Board of Education shall be age 65.

16.02 When age 65 is reached within the contract year, written notice shall be given to the Board no later than February 15 of the Winter Term. Employment shall be terminated on June 30, July 31 or August 31 of that year.

16.03 (a) The Board shall provide a plan to give financial incentives to Teachers to retire earlier than the mandatory age of 65. The granting to a Teacher of a financial incentive for early retirement will be at the discretion of the Board. Such discretion shall not be unreasonably withheld.

(b) For Teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000. If retirement is taken 5 years or more prior to mandatory retirement age.

(ii) $10,000. If retirement is taken 4 years prior to mandatory retirement age.

(iii) $7,000. If retirement is taken 3 years prior to mandatory retirement age.

(iv) $5,000. If retirement is taken 2 years prior to mandatory retirement age.

(v) $3,000. If retirement is taken 1 year prior to mandatory retirement age.

(c) Any monies payable under (b) shall be designated as a retiring allowance payable upon retirement.

(d) The member of the Branch Affiliate shall forward to the Director of Education an application for payment under the E.R.A.P., and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15th for effective separation at June 30, August 31 or December 31. This letter of resignation shall be conditional upon the Teacher's acceptance into the Early Retirement Plan.

(e) The recipient agrees to defer receipt of the retirement gratuity (Article XVII) until the following calendar year.

(f) The viability of this plan shall be reviewed by the Parties on or before June 30, 1986.

Windsor Elementary, 1982-83

10.04 Early Retirement Incentives

(a) The Board shall provide for teachers with a minimum of 10 years service with the Board a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under (b) or (c) will be at the discretion of the Board.

(b) For teachers who are eligible for a full pension, the sum payable shall be:

(i) $10,000 if retirement is taken in the first year of eligibility.

(ii) $6,000 if retirement is taken in the second year of eligibility.

(iii) $4,000 if retirement is taken in the third year of eligibility.

(iv) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

(c) For teachers who are not covered in 10:04 (b) above, the sum payable shall be:

(i) $10,000 if retirement is taken at or before age 60.

(ii) $6,000 if retirement is taken at age 61.

(iii) $4,000 if retirement is taken at age 62.

(iv) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

(d) Any monies payable under 10:04 (b) or (c) shall be included in the final year's salary of the recipient.

(e) The basic conditions of the plan shall be that it will not cost the Board any money, other than the savings that may result from retaining teachers with lower salaries.

Cochrane-Iroquois Falls Secondary, 1982-83

ARTICLE 18 - EARLY RETIREMENT INCENTIVE PLAN

18:01 The Board shall, when there are Surplus Teachers to staff (as per Article 11 - Tenure), consider applications from Teachers for financial incentives for early retirement.

18:02 To qualify, a Teacher shall: -

(a) be at least fifty-five (55) years of age and be eligible for an "A", "B" or "F" pension as defined by the Superannuation Act; and

(b) have a minimum of ten (10) years' service with the Board credited under the Teacher's Superannuation Act.

18:03 The Teacher whose financial incentive is so granted shall be placed on a written contract to work for the Board for twenty (20) days (or such lesser period of time as may be mutually agreed upon) per year for a period of five (5) consecutive years or until age 65, which ever occurs first.

18:04 The duties to be carried out during the time period stipulated in 18:03 shall be determined by mutual consent between the Teacher and the Director of Education.

18.05 The Teacher's salary during each year in which he/she participates in the plan shall be determined in the same manner as per Article 4:08.

18:06 The Teacher while belonging to the plan may, with the approval of the carrier, participate in any of the Article 6 benefit plans included in the Agreement. The Board shall, for the Teacher who does participate, continue to contribute its portion of the cost of benefit premiums as stipulated.

18:07 The Teacher shall forward to the Director of Education an application for entry into the plan, together with a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15 for effective separation at August 31 or the same year. It is understood by all parties to this Agreement that such a letter of resignation shall be contitional upon the Teacher being granted access to this plan.

18:08 The Branch Affiliates shall be responsible for counselling any Teacher entering this plan.

Frontenac Secondary, 1982-84

ARTICLE XX - EARLY RETIREMENT INCENTIVE PLAN

20.1 The Early Retirement Incentive Plan (ERIP) is recognized as a co-operative solution to a current problem of declining enrolment in Frontenac County. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board.

20.2 For teachers age 55 or older with 12 or more years of teaching experience who retire early, the sum payable shall be:

i) $20,000 if retirement is taken before age 62 with 31 or fewer years of teaching experience

ii) $15,000 if retirement is taken at age 62 with 32 or fewer years of teaching experience,

iii) $15,000 if retirement is taken before age 63 with 32 years of teaching experience,

iv) $10,000 if retirement is taken at 63 with 33 or fewer years of teaching experience,

v) $10,000 if retirement is taken before age 64 with 33 years of teaching experience,

vi) $5,000 if retirement is taken at age 64 with 34 or fewer years of teaching experience,

vii) $5,000 if retirement is taken before age 65 with 34 or fewer years of teaching experience.

20.3 For teachers who retire on a full "A" pension the sum payable shall be:

i) $5,000 if retirement is taken 5 or more years before age 65,

ii) $4,000 if retirement is taken at age 61,

iii) $3,000 if retirement is taken at age 62,

iv) $2,000 if retirement is taken at age 63,

v) $1,000 if retirement is taken at age 64.

20.4 The Board agrees to pay the monies indicated in 20.2 or 20.3 either as a separate Early Retirement Incentive Allowance, or as a part of the final year's salary, the method to be determined by the teacher at the time of application. If it is taken separately then it will be paid on 31 August, but it may be deferred until the calendar year next after retirement. All payments are without interest.

20.5 The Teacher shall forward to the Director of Education an application for payment under the ERIP and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by 1 March for effective separation 31 August, or 31 August for effective separation from 31 December to the end of the school year. This letter of resignation shall be conditional upon formal acceptance of the teacher (by the Board) into the ERIP.

20.6 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose, from the Collective Agreement in effect between the Federation and the Board, until the teacher reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full for the total cost of his employee benefit coverage. Such continuance is dependent upon satisfying the carrier's conditions.

Hastings Secondary, 1982-83

18.0 EARLY RETIREMENT INCENTIVE PLAN

18.1 Prerequisites

1.1 An individual must be at least 55 years of age and be eligible for an "A", "B" OR "F" pension as defined by the Teachers' Superannuation Act.

1.2 An individual must be receiving the maximum salary of his category.

1.3 An individual must have 10 years service with The Hastings County Board of Education credited under the Teachers' Superannuation Act.

18.2 Operation of the Plan

2.1 The teacher shall forward to the Director of Education

— an application to participate in the plan

— proof of age

— proof of service achieved under the Teachers' Superannuation Act

— a resignation which clearly states the effective date of separation.

2.2 the application must be received by the Director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31st.

2.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

2.4 The Board shall pay to the teacher the sum of $5,000. (which includes vacation pay) per year, to a maximum of four years or to June 30th of the school year in which the teacher reaches age 65, whichever comes first, if his/her application for E.R.I.P. is approved.

2.5 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

2.6 If the member dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the persons' estate in accordance with 2.4 and 2.5.

2.7 Any member who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.

2.9 An individual shall agree to work for the Board in an assignment mutually agreed upon with The Assistant Superintendent of Staff Services for the equivalent of 20 working days during each year of participation in the Early Retirement Incentive Plan.

2.10 The assignment undertaken by the participant in the plan may augment or supplement the duties of Teachers but shall not result in the reduction of teachers or teacher strength.

Haldimand Secondary, 1982-83

Early Retirement Incentive Plan

Purpose

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

Retirement

Mandatory retirement age for teachers employed by the Haldimand Board of Education shall be age 65. When a teacher reaches the mandatory retirement age during the school year, the teacher may continue to be employed until August 31st of that school year.

Qualifications and Conditions

1. The Teacher must be at maximum of his/her category.

2. The Teacher must have been on staff of the Board for the ten years immediately preceding entry into the program.

3. The Teacher will not be less than 55 years of age.

4. Approval of an individual request to participate in the Plan shall rest solely with the Board.

5. Payment is to be made in the year following the Teacher's retirement.

Amount

a) for teachers who are eligible for an "A" pension, the sum payable shall be:

   i) $12,000 if retirement is taken in the first year of eligibility;

   ii) $ 7,200 if retirement is taken in the second year of eligibility;

   iii) $ 4,800 if retirement is taken in the third year of eligibility;

   iv) $ 2,400 if the retirement is taken at least one year earlier than the mandatory retirement age.

b) For teachers who are not covered in a) above, but who are eligible for superannuation, the sum payable shall be:

i) $12,000 if retirement is taken at or before age 60;

ii) $ 7,200 if retirement is taken at age 61;

iii) $ 4,800 if retirement is taken at age 62;

iv) $ 2,400 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

Duration

The Plan shall expire on August 31, 1987.

Huron Secondary, 1981-83

ARTICLE XXXII - VACANCY INCENTIVE PLAN

32.01 Purpose

To create vacancies by encouraging teachers who have reached a salary of at least the maximum of their certification category to retire and thus allow the retention of other teachers.

This Plan is recognized as a co-operative solution to the current problem of declining enrolment, and its long term viability should be reviewed no later than January, 1986.

32.02 Eligibility

Any teacher who has reached a salary of at least the maximum of his certification category may apply for inclusion in the plan.

32.03 Administration

(a) Applications for the Vacancy Incentive Plan shall be considered only if such a resignation causes an individual to be removed from the surplus pool.

(b) It is understood by the teacher that the Board has the full and final right to refuse to grant an incentive. A letter of explanation and refusal shall be sent to the applying teacher at the earlierst possible time.

32.04 Allowances

(a) The allowances shall be paid in either:

(i) one lump sum on the first regular scheduled pay date in January following the date of retirement,

(ii) or by another method mutually acceptable to the teachers and the Board.

(b) The minimum and the maximum allowances granted under this plan shall be as follows.

(i) The maximum allowance granted shall be the difference between the salary of the person retiring and the salary of the individual who will subsequently be removed from the surplus pool.

(ii) The minimum allowance granted shall be $10,000.

(iii) For part-time teachers the incentive shall be prorated.

(c) Should an individual, approved for the Vacancy Incentive Plan by the Board, die prior to receipt of the allowance, the allowance shall be paid to the beneficiary or if none, to his estate.

(d) Any allowance paid under this plan shall be in addition to any other benefits received upon retirement.

32.05 Application

(a) A teacher shall apply to the Director of Education by January 31 of the school year for entering into the plan, and his application shall be accompanied by a letter of resignation which clearly states the intended date of resignation.

(b) It is understood by all parties to this agreement that such a letter of resignation shall be conditional upon a teacher's being granted access to the plan.

(c) (i) Applications shall then be forwarded to the Vacancy Incentive Plan Committee which shall consist of two Branch Affiliate Members and two Board representatives.

(ii) A tie vote shall be lost.

(iii) Should any application be refused, for whatever reasons, a letter of denial of acceptance and an explanation shall be sent to the applicant on or before April 30 of the same school year.

(d) If a teacher wishes to withdraw his application after it has been approved by the Board such shall only be allowed by mutual consent of the teacher and the Board.

Kenora Secondary, 1982-83

9.02 Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Kirkland Lake Secondary, 1982-84

ARTICLE 26 - EARLY LEAVING PLAN

26.01 Prerequisites

Each member of the Branch Affiliate who:

(a) is presently being paid a salary at the maximum of his salary, and

(b) has ten or more years of service credited under the Teachers' Superannuation Act, and

(c) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

26.02 Operation of the Plan

(a) The member of the Branch Affiliate shall forward to the Director of Educaton:

(i) an application for payment under the E.R.I.P.,

(ii) proof of age,

(iii) proof of service achieved under the Teachers' Superannuation Act,

(iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation.

(b) The application must be received by the Director in the month of January for effective separation at June 30th, or

(c) The Director shall tender the said application to the Board who shall be their absolute discretion accept or reject the same and notify the applicant on or before February 20th for a separation at June 30th, and on or before October 30th for a separation at December 31st.

(d) For each full year by which the date of separation predates the 65th birthday of the member, to a maximum of four years, the Board shall pay to the member a sum of $5,000.00.

(e) Payments shall be made to the member on the anniversary date of separation in each succeeding year until the full amount is paid.

Lakehead Secondary, 1981-83

EARLY RETIEMENT INCENTIVE PLAN

Purpose

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of decling enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalties incurred under the terms of the Superannuation Act by retiring early.

Eligibility Requirements

1. An individual must be at least 55 years of age and be eligible for an A, B, or F Pension as defined by the Teachers' Superannuation Act.

2. An individual must have a minimum of 10 years service with The Lakehead Board of Education.

3. During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty days.

4. (a) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before December 31st of the school year in which he plans to retire.

   (b) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application;

in writing, to the Superintendent of Staff Services on or before March 1st of the previous school year.

5. Approval of individual request to participate in the Plan shall rest solely with the Board.

6. Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months from the closing date for application.

Conditions

1. A teacher wo is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total 35 year or until age 65, whichever is first.

2. a Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age 65, whichever is first.

3. A Teacher participating in the Plan shall be paid at the rate of $250.00 per day worked, which includes vacation pay.

4. A participating Teacher and the Board shall jointly sign a contract as appended.

5. A Teacher who is eligible for an F pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the Service Gratuity by deferring acceptance of a pension for the period of enrollment in the plan.

   Payment of Service Gratuity to a Teacher covered by the above, clause will occur during the period of enrollment in the Early Retirement Incentive Plan and will be based on any arrangement suitable to both the Teacher and the Board.

   Payment of the Service Gratuity shall not be made until receipt of documentation regarding written confirmation of deferral from the Superannuation Commission.

Duration

1. Enrolment in the Early Retirement Incentive Plan is limited to the period from September 1, 1979 to August 31, 1984.

ARTICLE 13.03 Where a teacher who ceased to be employed under the provisions of the Board's Early Retirement Incentive Plan (No. 619.0), and is eligible for an "F" pension, elects to defer his pension until the termination of his participation in the Plan, any retirement gratuity payable under the provisions of Article 13.00 shall be payable notwithstanding the deferral of that pension. The teacher shall obtain from the Teachers' Superannuation Commission, written confirmation of the deferral.

EARLY RETIREMENT INCENTIVE

Purpose

The Early Retirement Incentive Plan is intended to enable employees, during a period of declining enrolment, to retire earlier than might otherwise be possible. The Plan will provide to employees an opportunity to earn following retirement, reducing the impact of the reduction in pension caused by earlier retirement.

Qualification

1. An applicant shall, on or before the intended date of retirement:

   a) have achieved the age of fifty-five (55) years;

   b) have completed not less than ten (10) years' continuous service with the Board;

   c) be receiving the maximum salary in his Category, salary or wage schecule; and

   d) be eligible to receive an "A", "B" or "F" pension form the Teachers' Superannuation Commission or an early retirement pension from the Ontario Municipal Employees' Retirement System.

Application

1. Each applicant shall forward, to the director of Education:

   a) a written application to participate in the Plan;

   b) proof of age;

   c) proof of credited service in the Teachers' Superannuation Plan or the Ontario Municipal Employees' Retirement System; and

   d) a letter of resignation, clearly stating the intended effective date. This letter may be made conditional upon the writer's acceptance into the Plan.

2. Retirement shall be effective on the thirty-first (31st) day of August. A written application shall be delivered to the Director of Education not later than the thirty-first (31st) day of December proceeding.

3. Notwithstanding 2. above, in exceptional circumstances an application to retire on a date other than the thirty-first (31st) day of August may be considered, in which case written application shall be delivered to the Director of Education not less than eight months prior to the intended date of retirement.

Approval or Denial

1. The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant within two (2) months following the closing date for application.

Operation

1. During each full year by which the date of retirement pre-dates the applicant's sixty-fifth (65th) birthday, but to a maximum of four (4) full years, the participant shall perform for the Board an assignment mutually agreed upon, for a period of twenty (20) days. In the case of a part-time employee this period shall be pro-rated, based on the ratio that his regular employment at the time of his retirement bears to normal full-time employment. In the year during which the participant achieves the age of sixty-five (65) years, if applicable, the number of days required shall be pro-rated, based on the months of September to June inclusive.

2. a) For each day worked by a teacher in Category A1, A2, A3 or A4, a Principal, a Vice-Principal or a Supervisory Officer in accordance with 1. above, the participant shall be paid the sum of two hundred and fifty dollars ($250.00). This sum includes vacation pay.

   b) For each day worked by a teacher in Category D, C or B or an employee not covered by a Collective Agreement with the Board in accordance with 1. above, the participant shall be paid the sum of one hundred and fifty dollars ($150.00). This sum includes vacation pay.

   c) For each day worked by any other employee in accordance with 1. above, the participant shall be paid the sum of one hundred dollars ($100.00). This sum includes vacation pay.

3. Should the participant become incapacitated before the termination of his participation in the Plan, the requirements of 1. above shall be waived during the balance of his participation.

4. Should the participant die before the termination of his participation in the Plan, the requirements of 1. above shall be waived,

and the balance of the sums which would have occured to the benefit of the participant by the intended date of termination of participation in the Plan shall be paid to his estate within sixty (60) days following receipt of proof of death.

Conditions

1. The participant is no longer an employee of the Board and, consequently, is not eligible to participate in any employee benefit plan of the Board.

2. A participant in the Plan who subsequently teaches under a Teacher's Contract shall forfeit all sums then remaining unpaid.

3. In the case of a participant who is eligible for an early retirement pension, who elects to defer his pension until the termination of his participation in the Plan, any Retirement Gratuity payable under the provisions of the Board's Collective Agreements shall be payable notwithstanding the deferral of that pension. The participant shall obtain, from the Teachers' Superannuation Commission or the Ontario Municipal Employees' Retirement System, written confirmation of the deferral.

Duration

1. Entry into the Plan shall be permitted only until the thirty-first (31st) day of August, 1985.

Lennox and Addington Secondary, 1982-83

ARTICLE XXV - EARLY RETIREMENT INCENTIVE PLAN

25.01 Purpose of the Plan

(a) The purpose of the plan is to relieve redundancy pressures within the secondary school system by generating vacancies which can be filled by redundant teachers.

(b) A further purpose of the plan is to help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers infringing the seniority rights of more established teachers in the County.

25.02 Eligibility

(a) to be eligible, applicants must be eligible for a pension other than disability or survivor pension from the Teachers' superannuation Commission.

(b) The pension the applicant is eligible for must be subject

to an actuarial reduction or must be less than a 70 percent pension (but not actuarially reduced).

(c) The applicant must have at least six (6) years of experience with the Board.

(d) The applicants must be at the top of their salary category.

(e) The applicant must not be threatened with redundancy within the period payments would be made under the plan if the application is accepted.

25.03 Applications

(a) A teacher wishing to participate in the plan must apply to the Board before the January 31st preceding the school year in which he hopes to retire.

(b) The applicant teacher shall indicate at this time the type of pension he is eligible for, the percentage amount of the pension, and his age.

(c) Applicants may withdraw from the plan without penalty until an offer of annual incentive payment has been accepted as provided by Clause 25.04 (f). Once an application has been withdrawn, the applicant will not be further considered under this Article for the current year.

(d) The maximum number of applicants which must be accepted shall be the greater of

(i) the number of projected redundancies for the next coming fall;

(ii) 5 per cent of the total number of teachers employed by the Board as of January 31st of the current year in the Secondary Panel and covered by this Agreement.

(e) Notwithstanding Clause 25.03 (d), additional applicants may be accepted subject to Board approval. The number of additional applicants to be accepted, if any, shall be determined by the Board at its first regularly scheduled meeting following the closing date for applications.

25.04 Working of the Plan

(a) After the closing date for applications, the names of all applicants who meet the conditions set out in Clause 25.02 will be ordered in accordance with decreasing seniority.

(b) Following the determination of the maximum number of

applicants to be accepted, the accepted applicants shall be determined as follows:

(i) where the number of qualified applicants is less than or equal to the maximum number to be accepted, all qualified applicants shall constitute accepted applicants;

(ii) where the number of qualified applicants is greater than the maximum number to be accepted, qualified applicants will be drawn in order from the list established under Clause 25.04 (a) until the maximum number to be accepted is reached and these shall constitute the accepted applicants.

(c) (i) Determine the difference between the grid salaries, as of the closing date for applications. of accepted applicants other than Principals or Vice-Principals who have been accepted and the grid salaries of an equal number of teachers chosen from the seniority list starting with the teacher with the least seniority and working upwards in an order of increasing seniority. Multiply the foregoing difference by 0.75.

(ii) Determine the difference between the maximum Principal grid salary and the minimum Principal grid salary, as of the closing date for applications. Multiply this amount by 0.45 and further multiply by the number of Principals who are accepted applicants.

(iii) Determine the difference between the maximum Vice-Principal grid salary and the minimum Vice-Principal grid salary, as of the closing date for applications. Multiply this amount by 0.45 and further multiply by the number of Vice-Principals who are accepted applicants.

(iv) The total annual incentive payment shall be the sume of the amounts determined by (i), (ii) and (iii) above. If this amount is negative then substitute zero for the total annual incentive payment.

(v) Where the amount of the total incentive payment determined in (iv) is zero, no incentive payment shall be offered and procedings under this Article shall be halted.

(d) Each accepted applicant shall be assigned points in accordance with the following:

(i) 1 point, to a maximum of 50 points, for every percentage point that the pension to be received will be less than 70 per cent;

(ii) 2 points, to a maximum of 20 points, for every year that the accepted applicant is below the age of 65 years;

(iii) 3 points, to a maximum of 30 points, for every year of pension penalty;

(iv) fractional points shall be rounded to two decimal places;

(v) all points shall be determined as of the effective date of resignation.

(e) The annual incentive payment to an individual accepted applicant shall be determined by multiplying the total annual incentive payment determined in Clause 25.04 (c) (iv) by the number of points determined for the applicant in accordance with Clause 25.04 (d) and dividing the result by the total of points determined under Clause 25.4 (d) for all accepted applicants.

(f) The annual incentive payment offer shall be made in writing and shall include the amount to be paid each year and the number of years of eligibility for payment. Acceptance of the annual incentive payment offer must be indicated by registered letter within seven (7) days of receipt of the Board's offer. The letter of acceptance must be accompanied by a letter of resignation with the resignation having effect on August 31st of that year. Except as provided by Clause 25.04 (h), no resignation tendered under this provision may be withdrawn.

(g) Acceptance of the terms and conditions of the annual incentive payment offer shall be deemed a waiver of further seniority rights, or of rights originating in the redundancy provisions (Article XXII) of this Agreement.

(h) Where an accepted applicant declines the Board's offer or fails to respond within the time limits set out in Clause 25.04 (f), that accepted applicant shall be deemed to have withdrawn his application and shall have returned to him any resignation submitted in accordance with Clause 25.04 (f).

(i) The withdrawal of an accepted applicant shall, except as provided below, cause all of the steps of this Clause to be carried through again. Applicants who have accepted an annual incentive payment need not be recontacted under Clause 25.04 (f), except to be advised of the revised payment, if the result of the application of Clause 25.04 (e) is an annual incentive payment which is not less than that which was previously accepted under Clause 25.04 (f).

25.05 Evidence of Pension

Participants accepted in the plan must provide proof to the Board of having applied for and been accepted for a pension by the Teachers' Superannuation Commission before the first annual incentive payment will be made.

25.06 Payment

(a) The annual incentive payment shall be payable in two equal installments for each year of eligibility. The installments shall be issued on the first pay date in September and January for each year of eligibility.

(b) The teacher receiving the annual incentive payment may cause the September payment to be deferred to the January following, provided such notice is given in sufficient time for the Board to hold the payment.

(c) In the event of the death of the participating teacher, payments will be made to the estate of the teacher for the period the teacher would have been eligible if said teacher had not died.

(d) Payments under the plan will be made until the August of the school year in which one or more of the following conditions are met:

(i) the participating teacher reaches age sixty-five (65);

(ii) payments under the plan have been received by the participating teacher for four (4) school years;

(iii) the length of time under the plan is such that the participating teacher would have been eligible for a non-reduced 70 per cent pension if he/she had continued teaching during that period of time.

25.07 Recalculation

(a) Where a Principal or vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal is filled by a secondary teacher, other than a Vice-Principal or a Principal, in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accepted under Clause 25.04 shall be recalculated in accordance with Clause 25.07 (d).

(b) Where a Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal is filled by a secondary Vice-Principal in the employ of the Board at the time of the acceptance of the early retirement incentive payment and the resultant Vice-Principal vacancy is filled by a secondary teacher in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accepted under Clause 25.04 shall be recalculated in accordance with Clause 25.07 (d).

(c) For the purposes of Clauses 25.07 (a) and (b), where a Principal or Vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal or is filled by transferring a secondary Principal or Vice-Principal, any vacancy created by the transfer shall be deemed to be the vacancy created by the acceptance of the early retirement incentive payment.

(d) The teachers promoted to Principal or Vice-Principal as a result of such internal promotions shall be treated as though they were accepted applicants for the purposes of Clause 25.04 (c) (i) and the calculation of the total annual incentive payment in Clause 25.04 (c) (iv) shall be redone with this assumption. If the resulting total annual incentive payment is greater than previously determined, the individual annual incentive payments shall be recalculated and individual annual incentive payments shall be increased accordingly.

25.08 Deferral of Resignation

(a) An applicant may request deferral of the effective date of resignation from that provided by Clause 25.04 (f). Such a request shall accompany the application submitted in accordance with Clause 25.03 and shall indicate the date on which the applicant would prefer the resignation to be effective. The applicant shall also clearly indicate in the request whether the application is to be withdrawn in the event the request deferral is not granted.

(b) The decision to allow a deferral shall be subject to Board approval and the decision shall be made on an individual basis at the same time as the decision under Clause 25.03 (e) regarding acceptance of additional applicants.

(c) Deferrals, when granted, shall normally be granted until either December 31st or the last day of the first term of the school year following the resignation date set out in Clause 25.04 (f).

(d) A participant granted a deferral shall be paid as any other teacher employed by the Board for the period of the deferral.

(e) The effect of granting a deferral shall be to change the effective date of resignation set out in Clause 25.04 (f) to the date requested by the applicant and granted by the Board.

(f) Where an accepted applicant is granted a deferral of resignation, the annual incentive payment for the school year during which the deferral is effective shall be divided by the number of school days in the school year and multiplied by the number of school days in the deferral period within that school year. the foregoing amount shall be subtracted from the annual incentive payment for that school year. this deduction from the annual incentive payment shall be made from the first installment set out in Clause 25.07 (a) and any balance shall be deducted from the second installment set out in Clause 25.06 (a).

(g) Exept as provided in Clause 25.08 (d), (e) and (f), a participant who has been granted a deferral shall be treated in full accordance with this Article.

Lincoln Secondary, 1982-83

.05 Salary Contribution

a) It is the intention of this section that O.S.S.T.F. District 6 may direct part of their salaries to be used by the Board to pay for the salaries and benefits of redundant teachers of the secondary panel of the Lincoln Board who, notwithstanding the full implementation of all of the terms of this agreement, would be without teaching positions with the Lincoln Board.

b) To that end, it is agreed that District 6 may, by majority vote of a duly constituted meeting of its members, agree to supplement financially the finances of the Board by allocating and re-directing up to 1% of the total salaries generated by the grid then in existence (exclusive of all other payments and benefits) or a certain sum as allocated and shall reduce the salaries of all of the teachers by the amount stated in the resolution of the membership and shall establish a separate fund.

The fund so established shall be used to retain and rehire, as the case may be, teachers who have become redundant to the secondary school system which said teachers shall be in addition to the complement of teachers previously established in accordance with all of the terms of this

agreement. The number of teachers to be so re-hired will be determined by the Seniority Committee, taking into consideration the available money in the fund.

c) Funds so collected may, at the direction of District 6, be allocated in support of .06 and .07.

d) District 6 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making deductions in accordance with section b).

e) Before this article is implemented, both parties agree to designate representatives to examine and review the legal and financial ramifications and obligations and method of administration of this section.

.06 Early Retirement Incentives

a) The Board, when there are supernumerary teachers, shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under b) or c) will be at the discretion of the Board.

b) For teachers who are eligible for an "A" pension, the sum payable shall be:

i $10,000. if retirement is taken in the first year of eligibility;

ii $6,000. if retirement is taken in the second year of eligibility;

iii $4,000. if retirement is taken in the third year of eligibility;

iv $2,000. if retirement is taken at least one year earlier than the mandatory retirement age.

c) For teachers who are not covered in .06 b) above, but who are eligible for superannuation, the sum payable shall be:

i $10,000. if retirement is taken at or before age 60;

ii $6,000. if retirement is taken at age 61;

iii $4,000. if retirement is taken at age 62;

iv $2,000. if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

d) Any monies payable under .06 b) or c) shall not be included in the final year's salary of the recipient.

e) The basic conditions of the plan shall be that it will not cost the Board any money.

f) If mutually acceptable to the Board and District 6 and in order to preserve the Retirement Incentive Plan, monies may be provided from funds levied in .05 a) and b).

Middlesex Secondary, 1982-83

24 00 00 EARLY RETIREMENT INCENTIVE PLAN

24 01 00 Subject to any relevant decision by the courts of Ontario, in 1981-82 only, on an experimental basis, the board shall provide a plan to give financial incentives to full-time teachers to retire from service earlier than the mandatory age of 65.

24 02 00 The granting to a teacher of such financial incentive will be at the discretion of the Board, and shall not be unreasonably withheld.

24 03 00 The basic conditions of the plan shall be that it will not cost the Board any money, based on the savings that may result from retaining teachers with lower salaries, who might otherwise have to be declared redundant, or from hiring teachers with lower salaries as replacements for the retiring teachers.

24 04 00 For calculating savings (or costs) to the Board, the following assumptions shall be used.

24 04 01 01 The retiree's salary shall be that which he would have received during the next school year based on the Agreement in effect on the date of retirement.

02 The retained teacher's salary shall be the salary for the next school year, of the teacher who is hired to replace the retiree or the teacher who would have been declared redundant had the retiree not requested payment under this plan based on the same Agreement as noted in 24 04 01 01.

24 05 00 Payments under the plan, as outlined in 24 06 00 and 24 07 00, shall not exceed the amount calculated in 24 04 00 by subtracting the retained teacher's salary from the retiree's salary. Where these would do so, the exact amount calculated in 24 04 00 will be paid instead.

24 06 00 For teachers who are eligible for an "A" Pension under The Teachers' Superannuation Act, the sum payable subject to 24 05 00 shall be:

Factor 90 to 91.99	- $10,000	if retirement is taken five years or more prior to mandatory retirement age as noted in Board Policy 400-11
Factor 92 to 93.99	- $ 6,000	if retirement is taken four years or more prior to mandatory retirement age as noted in Board Policy 400-11
Factor 94 to 95.99	- $ 4,000	if retirement is taken three years or more prior to mandatory retirement age as noted in Board Polcy 400-11
Factor 96 or higher	- $ 2,000	if retirement is taken at least one year prior to mandatory retirement age as noted in Board Policy 400-11

24 07 00 For teachers not covered in 24 06 00, but whose age is between 60 and 64 years, calculated on August 31 of the school year in which the teacher retires, the sum payable, subject to 24 05 00 shall be:

Age 60	$10,000
Age 61	$ 6,000
Age 62	$ 4,000
Age 63	$ 2,000
Age 64	$ 2,000

24 08 00 To be eligible for application for payment under this plan, the teacher shall have taught for this Board for a minimum of seven continuous years prior to the requested effective date of retirement, and shall make application prior to December 31st for payment in the following calendar year.

24 09 00 Upon receipt of a letter from the Board certifying that the teacher will be eligible for payment under the plan, the teacher must submit formal resignation within thirty days, or the request will be deemed by the Board to have been withdrawn.

24 10 00 The retiree shall receive his payment under the plan no later than November 1 in the year of retirement.

24 11 00 Nothing in this plan shall affect in any way the payment of the regular Retirement Gratuity as outlined in 20 00 00 of this Agreement.

Nipigon-Red Rock Secondary, 1982-83

ARTICLE XXIV - EARLY RETIREMENT INCENTIVE PLAN

24.01 Purpose:

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalty incurred under the terms of the Superannuation Act by retiring early.

24.02 Eligibility Requirements:

a] An individual must be at least fifty-five (55) years of age and be eligible for an A, B or F Pension as defined by the Teachers' Superannuation Act.

b] An individual must have a minimum of ten (10) years service with The Nipigon-Red Rock Board of Education.

c] During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty (20) days.

d] i) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Director of Education on or before December 31st of the school year in which he plans to retire.

ii) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application, in writing, to the Director of Education on or before March 1st of the previous school year.

e] Approval of individual request to participate in the Plan shall rest solely with the Board.

f] Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months from the closing date for application.

24.03 Conditions:

a] A Teacher who is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total thirty-five (35) years or until age sixty-five (65), whichever is first.

b] A Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age sixty-five (65), whichever is first.

c] A Teacher participating in the Plan shall be paid at the rate of $250.00 per day worked, which includes vacation pay.

d] A participating Teacher and the Board shall jointly sign a contract as appended.

e] A Teacher who is eligible for an F pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the Retirement Gratuity by deferring acceptance of a pension for the period of enrolment in the Plan.

Payment of the Retirement Grauity to a Teacher covered by the above clause will occur during the period of enrolment in the Early Retirement Incentive Plan and will be based on any arrangement suitable to both the Teacher and the Board.

Payment of the Retirement Gratuity shall not be made until receipt of documentation regarding written confirmation of deferral from the Superannuation Commission.

24.04 Duration

Enrolment in the Early Retirement Incentive Plan is limited to the period from August 30th, 1982, to August 31st, 1987.

Ontario

APPENDIX "B"

EARLY RETIREMENT INCENTIVE PLAN

CONTRACT FORM

Having read the terms and conditions of the Early Retirement Incentive Plan as specified in Article XXIV of the Collective Agreement dated **July 27th, 1982,** between The Nipigon-Red Rock Board of Education and the Nipigon-Red Rock Division of the Ontario Secondary School Teachers' Federation, I hereby advise that I wish to participate in the Plan, and will therefore, retire from my current teaching position effective

the _____ day of _____ 19____.

SIGNATURE _____

WITNESS _____

DATE _____

In accordance with the terms and conditions of the aforementioned Early Retirement Incentive Plan, The Nipigon-Red Rock Board of Education agrees to employ

_____, for a period of

_____ years commencing the _____ day of _____,

19 _____, and terminating the _____ day of _____,

19 _____.

SIGNATURE _____

WITNESS _____

DATE _____

Northumberland and Newcastle Secondary, 1981-83

ARTICLE XVI - RETIREMENT DATE AND AGE CEILING

16.01 Retirement date shall be June 30th following the Teacher's sixty-fifth birthdate; however, should the Teacher's sixty-fifth birthday fall in July or August, the retirement date shall be June 30th immediately prior to this birthdate. The Administration may invite a Teacher to continue beyond this date on a yearly basis, but Sick Leave in such a year shall be limited to twenty days for salary purposes.

16.02 Early Retirement Incentive Plan
(effective September 1, 1982)

Plans of this nature have been created as a response to declining enrolment. The following plan is intended to alleviate in part Teacher redundancy during this period of declining enrolment.

a) Prerequisites

1. A Teacher must be at least 55 years of age and be eligible for an "A", "B", or "F" pension as defined by the Teachers' Superannuation Act.

2. A Teacher must be receiving the maximum salary of her category.

3. A Teacher must have 10 years service with The Northumberland and Newcastle Board of Education credited under the Teachers' Superannuation Act.

b) Operation of the Plan

1. The Teacher shall forward to the Director of Education

- an application to participate in the plan
- proof of age
- proof of service achieved under the Teachers' Superannuation Act
- a resignation which clearly states the effective date of separation

2. The application must be received by the director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31st.

3. Approval of individual requests to participate in the plan shall rest solely with the Board.

4. The Board shall pay to the Teacher the sum of $5,000 (which includes vacation pay) per year, to a maximum of four years or to June 30th of the school year in which the Teacher reaches age 65, whichever comes first, if her application for E.R.I.P. is approved.

5. Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

6. If the Teacher dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the person's estate in acordance with 4 and 5.

7. Any Teacher who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

8. Once the resignation is effective, the Teacher is no longer an employee of the Board and not eligible for any employee benefits.

9. A Teacher shall agree to work for the Board in an assignment mutually agreed upon with the Superintendent of Program for a period of 20 days during each year of participation in the Early Retirement Incentive Plan.

Peel Secondary, 1981-83

14.02 EARLY RETIREMENT INCENTIVE PLAN (E.R.I.P.)

b) i) For Teachers who are eligible for a maximum pension, the sum payable shall be:

a) $10,000 if retirement is taken in the first year of eligibility.

b) $6,000 if retirement is taken in the second year of eligibility.

c) $4,000 if retirement is taken in the third year of eligibility.

d) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

ii) For Teachers who are not covered in 14.02 (b) (i) above, the sum payable shall be:

a) $10,000 if retirement is taken at or before age 60.

b) $6,000 if retirement is taken at age 61.

c) $4,000 if retirement is taken at age 62.

d) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

c) Payment of the Early Retirement Incentive shall be made on the first regular pay date in January following the date of retirement. Alternative arrangements for payments may be made, providing the Teacher notifies the Board in writing at the time the incentive is approved, and the Board agrees to the method proposed.

d) The basic condition of the plan shall be that any costs to the Board of the use of this plan shall be offset by savings realized by the replacement Teacher being at a lower salary.

Perth Secondary, 1981-83

ARTICLE XXI - EARLY RETIREMENT INCENTIVE PLAN

The parties recognize that there is an Early Retirement Incentive Plan available to teachers through Board Policy _____.

Recommended Early Retirement Incentive Plan

to be adopted as policy by the Board

Prerequisites for Application

Each member of the Branch Affiliate who:

(a) is presently being paid a salary at the maximum of his/her category, and

(b) has eleven or more years of service with the Perth County Board of Education credited under the Teachers' Superannuation Act, and

(c) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

Operation of the Plan

This plan will be operated under the aegis of Board Policy.

(a) The member of the Branch Affiliate shall forward to the Director of Education

(i) an application for enrolment in the ERIP.

(ii) proof of age.

(iii) proof of service achieved under the Teachers' Superannuation Act.

(iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation and which resignation is conditional upon enrolment in the ERIP.

(b) The application must be received by the director in the month of January for effective separation at August 31.

(c) The Director shall tender said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20 for separation at August 31.

(d) After costing each teacher eligible to enter into the plan, the Board having received application from an eligible teacher will either accept or reject said application in the aforementioned plan. Upon acceptance of said applicant, the Board will enter into a Memorandum of Agreement with the individual teacher outlining the terms of such plan; such terms to include financial arrangement and the length of term of such agreement.

(e) For each full year by which the date of separation (August 31) predates the 65th birthdate of the teacher, the Board shall pay to the teacher on a pro-rated 4-year basis $6,000, $5,000, $4,000, $3,000.

Example: If a teacher participates in the plan with the following number of years to compulsory retirement, the payment will be as below -

4 years	3 years	2 years	1 year
6,000	-	-	-
5,000	5,000	-	-
4,000	4,000	4,000	-
3,000	3,000	3,000	3,000

(f) Payments shall be made to the teacher on the anniversary date of separation (August 31), in each succeeding year until the full amount is paid.

Duration

(a) Enrollment in the ERIP is limited to the period September 1, 1982 to August 31, 1986.

(b) Monitoring of the plan is to be done annually by a committee composed of three representatives from OSSTF and three representatives from the Board/Administration by October 31.

Method of Amendments

This plan may only be amended by the Board following consultation with the Branch Affiliate.

Peterborough Secondary, 1981-83

Article XIX Incentives for Early Retirement (I.E.R.)

19.01 Group Benefit Plans

A teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit Plans to which he belongs at the time of retirement until he attains the age of 65 years. The retired teacher must pay the full premium cost to maintain his participation and coverage under the group contracts.

19.02 Retirement Gratuity

A teacher who has attained the 90 factor and who would qualify for a retirement gratuity under the provisions of Article 10.02 (b) of this Agreement, shall have the gratuity to which he would be entitled at that time paid in trust into an account in that teacher's name. The money would be held in trust and paid in full with accrued interest to the teacher upon his retirement as provided by the clauses outlined in Article X.

Supplementary Payments to Early Retirees

19.03.01 Prerequisites

Each permanent contract teacher who

- is personnally declared redundant to the system

or

- agrees to an early retirement under the I.E.R. plan in order to permit a teacher who has been with the Board more than one (1) year, who would otherwise be redundant, to be retained in a teaching position,

and

- is presently being paid the maximum salary of his/her category

and

- is not eligible for a 70% pension under Section 24 or Section 26 of the Teachers' Superannuation Act (1975)

and

- has ten or more years of service credited under the Teachers' Superannuation Act (1975)

and

- is 55 or older

and

- wished to permanently retire from the teaching profession,

is eligible for payments under the Incentive for Early Retirement Plan (I.E.R.)

19.03.02 Operation of the Plan

The Teacher shall forward to the director of Education:

- an application for payments under the I.E.R., and
- a validated statement showing that the teacher is not eligible for a 70% pension and the date on which the teacher would be eligible for a 70% pension under Sections 24 or 26 of the Teachers' Superannuation Act if applicable, were he/she to remain in the employ of the Board, and

- proof of age, and

- proof of service achieved under the Teachers' Superannuation Act, and
- a resignation in the form which complies with the provisions of the Standard Teachers' Contract and which clearly states the effective date of the resignation.

This letter of resignation shall be conditional upon the teacher's formal acceptance by the board into the Early Retirement Plan.

19.03.03 Except in the case of personal redundancy the application must be received by the Director of Education on or before January 31 for effective separation at June 30

or

on or before September 15 for effective separation at December 31 following.

Where an application is personally redundant, he/she shall submit his/her application for I.E.R. within 5 teaching days of being officially notified of his/her redundancy.

19.03.04 The final date for determining whether an applicant will be admitted to the plan shall be May 31st, the date at which actual redundancy of any member of staff can be accurately determined. All applicants for I.E.R. shall be notified of this approval or denial within six (6) school days of that date.

19.03.05 For each full year by which the date of separation predates the date on which the teacher would become eligible for a 70% pension or reach the age of 65, whichever occurs sooner, to a maximum of four years, the Board will pay the member the sum of $5,000 from the special fund created for this purpose, as defined below. In the event of a teacher becoming eligible for a 70% pension or reaching 65 during the four years of his/her eligibility in the plan, the final payment will be pro-rated up to and including the month in which he/she would become eligible for a 70% pension or reach age 65, whichever occurs sooner.

19.03.06 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1, until the amount is paid. Where the total sum payable is less than $20,000, the final payment shall be adjusted accordingly.

19.04 Funding of the Plan

19.04.01 A deduction will be made on each pay cheque for each O.S.S.T.F. certificated teacher employed by this Board in capacities defined in Article 2.01 of this Agreement.

19.04.02 The deductions specified in 19.04.01 above shall be at the rate of 1/8 of 1.0% of the gross pay being made to such teachers.

19.04.03 The total amount of all such deductions shall be credited into a special account maintained by the Board entitled 'Incentives for Early Retirement Plan - In Trust'.

19.04.04 On or before the last day of each calendar month, the Board shall transfer into the special account an amount of dollars equivalent to the total of all payroll deductions credited to the same account in that month.

19.04.05 On or before the last day of each month the Board shall also transfer into the special account the proportion of provable savings (as defined in Section 19.5, hereunder) applicable to that month in accordance with the percentages stated in Article 8.01.01 of this Agreement.

19.04.06 On or before the last day of each month the Board shall transfer into the special account the interest earned in the month on the total amount at credit at the end of the preceding month less any withdrawals made in the

current month. Interest shall be calculated at a rate two percentage points below the bank prime rate(s) in effect during the month.

19.05 Provable Savings

The annual amounts of provable savings (Section 19.04.05 above) shall be determined by the Director of Education at the time each individual application for I.E.R. is handled. The following general principles will be applied in making the determination:

19.05.01 In the case of a redundant teacher applying for I.E.R., there are no provable savings involved;

19.05.02 In the case of a teacher applying for I.E.R. in order that an otherwise redundant teacher may be retained, the provable savings for the first year shall be the difference in the grid salary for that year between the teacher on I.E.R. and the one who is retained on staff;

19.05.03 In recognition of the fact that it will normally be impossible to clearly identify the situation after the first year, the following formula shall apply for the determination of the amount of the provable savings for those years:

Second Year Third Year Fourth Year	)	90% of the provable savings for the first year

19.06 Other Regulations

19.06.01 Statements of the financial position of the special fund as at June 30 and December 31 of each year will be issued by the Superintendent of Business to the Salary Committee of the Board and to the President and to the Chief Negotiator of District 18 of O.S.S.T.F.

19.06.02 In the event that the values of the special fund should exceed $250.00 further payroll deductions from the teachers and the matching amounts from the Board (Items 19.04.02 and 19.04.04) shall be waived until such time as it is necessary to reimplement them.

19.06.03 The number of teachers who are granted the rights under this plan shall be a maximum of five each year.

19.06.04 In the event that not all applicants may be granted I.E.R. in any school year, any member who is personally redundant to the system shall have first priority. In the case of the teachers who are not personally redundant, the oldest teachers, in terms of age, shall be selected.

19.07 Termination of the Plan

19.07.01 In the event that the teachers and Board agree that the fund is no longer needed, it will be dispersed 50% to the Board and 50% to the teachers on staff at that time.

19.07.02 In the event that the I.E.R. plan is terminated at sometime in the future, it is hereby understood and agreed that all the contributions called for in the clauses 19.04.01 to 19.04.06 inclusive will continue until such time as the monies in the Special Fund are sufficient to provide for all payments to teachers then outstanding in accordance with clauses 19.03.05 and 19.03.06.

Prescott and Russell Secondary, 1982-84

ARTICLE XLVII - EARLY RETIREMENT

47.01 Eligibility

The teacher is eligible to an early retirement if he complies with all the conditions of this paragraph:

a) he receives the maximum salary of his category,

b) he has a permanent contract with the Board,

c) he is 55 years old or less, at the official date of retirement for a pension A.

47.02 Conditions

1. Through his school Principal, the teacher must send his application for early retirement to the secretary of the Board with:

   a) an official attestation of age,

   b) a letter of resignation indicating the date of resignation.

2. The teacher must send his application to the Secretary of the Board before January 31st for retirement on August 31st of the same year, or, before September 30th for retirement on December 31st of the same year.

3. The board reaches a decision and informs the concerned teacher on or before March 15 for retirement on August 31st, and, on or before October 30 for retirement on December 31st.

4. If the Board has approved the application for early retirement, it then pays the teacher a lump sum he is allowed according to his age, on September 1st if retirement has occured on August 31st and on January 1st if retirement has occured on December 31st, therefore, the day following the official date of retirement.

Table of the lump sum the teacher receives:

Age	Sum
55	15000,$
56	13500,$
57	12000,$
58	10500,$
59	9000,$
60	7500,$
61	6000,$
62	4500,$
63	3000,$
64	1500,$

Example: A teacher who is 59 receives 9000,$ on January 1st if retirement has occured on December 31st. the teacher receives no other sum under this article.

Sault Ste. Marie Secondary, 1982-83

Early Retirement Incentive

The Board will pay a financial incentive to members who elect to retire on Superannuation prior to reaching the age of 65 years. The amount of such incentive shall be 5% of annual salary per year to a maximum of 25% of salary for five or more years' early retirement. This article will be active only during a time of projected teacher redundancy and may not exceed the number of redundant teachers in any one year.

The member shall apply for early retirement incentive to the Superintendent of Personnel by January 15th of the school year in which early retirement is anticipated, or by August 31st when retirement is anticipated at the end of Semester 1. The letter of application shall contain a resignation from contract upon condition that the early retirement incentive is approved. The Board will notify the member of its decision by May 1st.

The payment of funds shall be paid into an RRSP or in a manner designated by the member. Such payment shall be made within one month of the member's cessation of active employment with the Board.

Timmins Secondary, 1982-83

8.05 EARLY RETIREMENT INCENTIVE PLAN

Step I

Purpose

a) The purpose of the plan is to relieve redundancy pressures within the secondary school system by generating vacancies within the senior staff.

b) The plan will help to adjust the age distribution of teachers within the system, by facilitating the retention of younger teachers. This will also enable the Board to hire people necessary for a specific program and will revitalize the teaching staff by infusing new blood within the system.

Step II

Eligibility

A teacher is eligible for E.R.I.P. if :

a) he is eligible for any pensions;

b) he is being paid at the maximum of his or her salary category;

c) he has ten or more years of service credited under the Teacher's Superannuation Act;

d) he is 55 years of age or greater;

e) he has ten or more years of continuous service with this Board.

Step III

Conditions of Acceptance

a) proof of age;

b) proof of service achieved under the Teacher's Superannuation Act;

c) the application must be received by the Director of Education by January 31 for effective separation on August 31 of the same year, or by September 30 for effective separation on December 31 of the same year.

d) A letter of resignation must accompany the application for Early Retirement, stating the effective date of resignation. The resignation letter is void if applicant is rejected for Early Retirement.

e) A participation contract stipulating the conditions of agreement is to be signed by both parties.

f) Approval of individual requests shall be made by the Board but such approval shall not be unduly withheld.

Step IV

Allowance

a) The allowance as set out hereunder shall be paid in one lump sum as part of regular salary in June as of the year in which retirement is to occur or as otherwise agreed to by the parties thereto.

b) The allowance in 4(a) shall be paid as follows:

Age	ALLOWANCE
55	$15,000
56	13,000
57	11,000
58	9,000
59	7,000
60	5,000
61	4,000
62	3,000
63	2,000
64	1,000

c) Age at retirement shall be age as of August 31 in the year in which application in made.

Step V

Other explanations

a) This plan in no way affects the status of a teacher in regard to obtaining his Unused Sick Leave Retirement Allowance.

b) If a teacher wishes to defer his pension while he is participating in the Early Retirement Incentive Plan, he can still receive his Unused Sick Leave Retirement Allowance subject to Clause (a) above by obtaining from the Superannuation Commission a written confirmation of deferral of his pension.

c) A teacher who qualifies for a full "A" pension and does not apply for the Early Retirement Incentive Plan within twelve months forfeits his eligibility for the Early Retirement Incentive Plan in any subsequent years.

Toronto Secondary, 1982-83

6.10.0.0.0 ATTRITION INDUCEMENT PLAN

6.10.1.0.0 During a period of declining enrolment an Attrition Inducement Plan, based on the principles outlined in Appendix C shall be implemented.

6.10.1.1.0 The actual procedures for administering this plan shall be determined by the Board in consultation with the Branch Affiliate.

In order to reduce the number of surplus Teachers and to retain a more normal balance between the junior and senior teachers on school staffs, the parties to the Agreement have established an Attrition Inducement Plan which will pay, retroactively, to those Teachers who have been induced to retire (above and beyond those Teachers who retire and could have retired on a full pension under the appropriate Sections of the Teachers' Superannuation Act within the life of the Collective Agreement) their proportionate share of the difference of the salaries at June 30 between those Teachers induced to retire and an equal number of the surplus Teachers who are thereby retained under Contract September 1.

The Board in consultation with the Branch Affiliate shall determine in each year of the Attrition Inducement Plan (set out above) the following factors and apply these factors to the formula set out below.

(i) Factors

X = The sum of the salaries as at June 30 of those Teachers who were induced to retire as of June 30 (and who would not have been eligible to receive a full pension had they retired during the life of the Collective Agreement).

Y = The sum of the salaries as at June 30 of those surplus Teachers who were retained under Contract as of September 1 due to induced retirements (as set out above).

Z = The proportionate share of the difference between X and Y payable to each Teacher (induced to retire) as a retroactive salary adjustment (subject to the provisions of the Superannuation Act).

Formula

The full time equivalent of

$$Z = \frac{X-Y}{\text{Full time equivalent number of Teachers who were induced to retire as of June 30,}}$$

The Board will also consult the Branch Affiliate from time to time to determine the effectiveness of the Attrition Inducement Plan (set out above) and to consider the advisability of introducing other plans of a similar nature.

Wentworth Secondary, 1982-83

ARTICLE XVI - RETIREMENT

16.01 Compulsory retirement age for teachers employed by the Wentworth County Board of Education shall be age 65.

16.02 When age 65 is reached within the Agreement period, as defined in Article 4.01, a written notice shall be given to the Board no later than February 15 preceding the date of retirement. Employment shall be terminated on June 30, July 31 or August 31 of that year at the discretion of the teacher.

EARLY RETIREMENT ALLOWANCE

16.03 a) The Board shall provide a retiring allowance to teachers who retire earlier than the mandatory retirement age of 65. The granting to a teacher of a retiring allowance will be at the discretion of the Board. Such discretionary consideration shall not be unreasonably withheld.

b) For teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000 if retirement is taken 5 years or more prior to mandatory retirement age.

(ii) $10,000 if retirement is taken 4 years prior to mandatory retirement age.

(iii) $7,000 if retirement is taken 3 years prior to mandatory retirement age.

(iv) $5,000 if retirement is taken 2 years prior to mandatory retirement age.

(v) $3,000 if retirement is taken 1 year prior to mandatory retirement age.

c) Any monies payable under (b) shall be designated as a retiring allowance payable on retirement.

d) The member of the Branch Affiliate shall forward to the Director of Education an applicantion for payment under the Early Retirement Plan and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by

January 15 for effective separation at June 30 or August 31 or December 31 (or end of first semester of the following year in a semestered School). This letter of resignation shall be conditional upon the teacher's acceptance into the Early Retirement Plan.

e) The recipient agrees to defer receipt of the retirement gratuity (Article 17.01) until the following calendar year.

f) The Early Retirement Plan is recognized as a cooperative solution to a current problem of declining enrolment. Its long-term viability should be reviewed after no longer than five years.

Windsor Secondary, 1981-84

15.03 (a) It is the intention of this Article that all teachers covered by this agreement shall direct, if necessary each year, a part of their salaries to be used by the Board to pay for the salaries of redundant teachers of the secondary panel of the Windsor Board who, notwithstanding the full implementation of all of the terms of this Agreement would be without teaching positions with the Windsor Board.

(b) To that end it is agreed that District 1 will supplement financially the finances of the Windsor Board by allocating and redirecting up to 1% of the total salaries generated by the grid then in existence (exclusive of all benefits, COLA and other allowances).

(c) The Board shall accept the allocation and shall reduce the salaries of all the teachers by the amount of up to one (1) percent of the salaries or whatever amount is necessary to retain the jobs of redundant teachers, whichever is less. The money so derived shall be used to retain and rehire, as the case may be, teachers who have become redundant to the secondary school system. Said teachers shall be in addition to the complement of teachers previously established in accordance with all of the terms of this Agreement. The number of teachers to be so hired will be determined by the Teacher Board Complement Committee, taking into consideration the available money in the fund.

(d) If mutually acceptable to the Board and District 1 and in order to preserve the retirement incentive plan, monies may be provided from funds derived in 15.03 (a) and (b) to the retirement incentive plan.

15.04 (a) The Board shall provide for teachers with a minimum of 10 years service with the Board a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under (b) or (c) will be at the discretion of the Board.

(b) For teachers who are eligible for a full pension, the sum payable shall be:

(i) $10,000 if retirement is taken in the first year of eligibility.

(ii) $6,000 if retirement is taken in the second year of eligibility.

(iii) $4,000 if retirement is taken in the third year of eligibility.

(iv) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

(c) For teachers who are not covered in 15.04 (b) above, the sum payable shall be:

(i) $10,000 if retirement is taken at or before age 60.

(ii) $6,000 if retirement is taken at age 61.

(iii) $4,000 if retirement is taken at age 62.

(iv) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

(d) Any monies payable under 15.04 (b) or (c) shall be included in the final year's salary of the recipient.

(e) The basic conditions of the plan shall be that it will not cost the Board any money, other than the savings that may result from retaining teachers with lower salaries.

(f) If mutually acceptable to the Board and District 1, and in order to preserve the Retirement Incentive Plan, monies may be provided to that plan from funds derived in 15.03 (a) and (b).

Elgin RCSS, 1982-83

8.03 RETIREMENT GRATUITY PLAN

Retirement Incentive

Teachers who retire on pension shall receive an annual payment as per the following scale:

Age	Amount
55	$10,000
56	9,000
57	8,000
58	7,000
59	6,000
60	5,000
61	4,000
62	3,000
63	2,000
64	1,000

Teachers in Levels D, C and B are not eligible for this retirement incentive. The Board is liable to the maximum extent of $30,000 in any one year.

Ottawa RCSS, 1981-83

ARTICLE XXII: EARLY RETIREMENT INCENTIVE PLAN

23:01 Teachers in the employ of the Board shall be eligible for early retirement incentives subject to the following conditions:

a) Eligibility shall be restricted to teacners

i) with 10 years of seniority with the Board

ii) who are at the maximum of their salary category

iii) who are at least 55 years of age on or before August 31 or December 31 of the year of retirement.

iv) who are not eligible for a maximum pension (ie: 35 years of service) under the teachers' Superannuation Act of Ontario

v) who would not be declared redundant within the period payment would be made under the plan

vi) who submit an application to the Board by March 15 of the year of retirement (Note: Applications received from teachers employed during 1981-1982 shall be considered)

b) Provided a sufficient number of teachers apply and a redundancy situation exists within the Board pursuant to Article 17, the employer shall grant an early retirement incentive plan to the lesser of

i) 12 teachers system wide or

ii) the number of teachers declared redundant, by sector and not recalled according to Article 17, by June 15th exclusive of Article 17:06 vii b) to a maximum of 12 teachers overall. This number excludes those who defer under Article 17:06 vii b) that year but includes them the next year.

c) Approval of individual requests to participate in the plan shall rest solely with the Board, if applications exceed the number provided in b) above.

d) i) Where a teacher applies for early retirement incentive and such application is approved, such application shall be deemed to be notice by the teacher of his/her permanent retirement effective the following August 31 or December 31.

ii) In the case where an application for E.R.I.P. is not approved by the Board, the notice of retirement shall be deemed null and void.

e) Benefits available under the Early Retirement Incentive Plan shall be:

i) Where the applicant teacher is eligible for a full pension but less than a 70% pension prior to age 65, the benefit shall be:

$10,000 if retirement is taken in the first year of elibibility

$6,000 if retirement is taken in the second year of eligibility

$4,000 if retirement is taken in the third year of eligibility

$2,000 if retirement is taken at least one year earlier than the mandatory retirement age of 65.

ii) Where the applicant teacher is not eligible for a full pension the benefit shall be:

$12,500 if retirement is taken at or before age 59

$10,000 if retirement is taken at age 60

$6,000 if retirement is taken at age 61

$4,000 if retirement is taken at age 62

$2,000 if retirement is taken at age 63 or 64

f) The benefits as determined in (e) above shall be paid on September 15 or January 15 of the year of retirement of the teacher or such other date as is mutually agreeable.

g) It is incumbent upon the teacher to whom early retirement incentives are payable to submit:

i) proof of age and

ii) proof of pension eligibility prior to receipt of payment made under this plan.

Stormont, Dundas and Glengarry RCSS, 1981-83

10.05 Early Retirement Gratuity:

(a) Any Teacher having 15 years of experience of which ten (10) consecutive with the Board, may benefit from the early retirement gratuity according to the following scale:

AGE	AMOUNT
60 to 64	$4,000.00
59	$4,500.00
58	$5,000.00
57	$5,500.00
56	$6,000.00
55	$6,500.00
54	$7,000.00
53	$7,500.00
52	$8,000.00
51	$8,500.00
50	$9,000.00

(b) Any Teacher may not receive the early retirement gratuity more than once and could subsequently be rehired only as a supply Teacher or under an occasional contract with the Board.

(c) The age limit for Teachers' retirement is set at 65; afterwards, the Board may renew his/her contract on a year to year basis.

Number/
Numéro

2

Education Relations Commission

RÉGIME D'ENCOURAGEMENT À LA PENSION ANTICIPÉE 1982-83

Novembre 1983

Cette publication a été rédigée par la Commission des Relations de Travail en Education dans le cadre des services qu'elle offre aux parties engagées dans des négociations, de la manière décrite dans la Loi sur les négociations collectives entre conseils scolaires et enseignants.

Cette publication a pour but:

.d'offrir, de manière neutre, des renseignements actuels et précis provenant de conventions collectives écrites, dans le but d'aider les parties durant les diverses étapes du processus des négociations.

La publication est basée sur les conventions collectives écrites négociées entre les enseignants et les conseils scolaires pour l'année de convention (septembre-août) 1982-83, qui ont été déposées à la Commission. Elle contient des clauses reprises textuellement* qui ont été extraites de ces conventions et qui ajoutent un aspect qualitatif à d'autres publications de la Commission de nature statistique.

Ce document peut être obtenu par les parties et les autres personnes intéressées qui en font la demande.

Veuillez adresser toutes les questions concernant cette publication et les demandes de renseignement supplémentaires aux:

Services des recherches
Commission des Relations de
Travail en Education
111 Avenue Road
Suite 400
Toronto, Ontario
M5R 3J8
(416) 922-7679

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*Dans certains cas, nous avons transcrit uniquement la partie de la clause qui se rapporte au sujet de cette publication et non de la clause entière.

PUBLICATION DE LA COMMISSION DES RELATIONS DE TRAVAIL EN EDUCATION
(des exemplaires supplémentaires de certaines publications peuvent être obtenus sur demande)

1982-83	Conventions collectives entre conseils scolaires et enseignants: Résumés individuels
1983-84	Conventions collectives entre conseils scolaires et enseignants: Résumés individuels
1983-84	Conventions collectives entre conseils scoliares et enseignants: La situations dans la province

Série Monographies

(1981-82)	N° 22	Statistiques sur les rémunérations, 1980-81
	N° 23	Moyenne pondérée destraitements sur grille 1980-81 et 1981-82
	N° 24	Rapport entre le nombre des élèves-enseignants, 1976-82
	N° 25	Avantages sociaux assurés et gratifications de retraite, 1981-82
(1982-83)	N° 26	Analyse chronologique de conventions collectives, 1975-76 à 1981-82
	N° 27	Arbitrage d'intérêts: Un examen de la méthode et des décisions aux terms de la *Loi sur les négociations collectives entre conseil scolaires et enseignants*, 1975-76 à 1981-82
	N° 28	Statistiques sur les rémunérations, 1981-82
	N° 29	Clauses de congé: 1975-76, 1978-79, 1981-82
	N° 30	Rapports élèves-enseignants, 1976-82
	N° 31	Moyenne pondérée des traitements sur grille, 1981-82 et 1982-83
	N° 32	Avantages sociaux assurés et gratification de retraite, 1982-83

Série Clauses

(1980-81)	N° 15	Régimes de traitement différé et d'Encouragement à la pension, 1980-81
	N° 16	Clauses concernant les emplois vacants et les mutations, 1980-81
	N° 17	Procédures disciplinaires et autres Measures affectant la Sécurité de l'Emploi: Evaluation de l'Enseignant, Juste Cause, Retenue de l'Augmentation et Accès aux Dossiers personnel, 1980-81
(1981-82)	N° 18	Clauses d'indemnité de Fin d'Emploi, 198-81
	N° 19	Clauses de Congé de Fédération de long Terme, 1981-82
	N° 20	Horaire de tâches d'enseignement et autres, 1981-82
	N° 21	Clauses relatives à la dotation en personnel, 1981-82
	N° 22	Rapport entre le nombre des élèves et des enseignants, 1981-82
	N° 23	Clauses concernant les effectifs des classes, 1982-83
	N° 24	Clauses de surnombre/excédent concernant les posts à responsibilités, 1981-82
	N° 25	Régime d'Encouragement à le Pension Arntcipée

Placement des enseignants: Distribution de la grille des enseignants de l'Ontario, Totaux des enseignants et des inscriptions (31 janvier 1983)

Arbitrage des griefs : Résumés de décisions d'arbitrage concernant des litiges entre les parties, prises conformément à la *Loi sur les négociations collectives entre conseils scolaires*

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INTRODUCTION

En janvier 1981, la Commission des relations de travail en éducation a publié la clause nº 15 intitulée "Régimes de traitement différé et d'encouragement à la pension anticipée, 1980-81, sans y joindre d'analyse du régime d'encouragement à la pension anticipée (R.E.P.A.). En effet, seules 11 des conventions classées à cette date, soit 8.5% du total, renfermaient une clause de ce genre. Comme il y a actuellement trois fois plus de clauses R.E.P.A. classées pour 1982-83, la Commission est actuellement en measure de procéder à une analyse détaillée de ces clauses.

CONVENTIONS ANALYSÉES

En août 1983, cent soixante-quatorze (174) des deux cents (200) conventions en vigueur en 1982-83 dans les écoles élémentaires, secondaires et catholiques séparées étaient disponibles pour l'analyse.

Le Tableau 1 donne la répartition par type des conventions disponibles pour l'analyse.

TABLEAU 1

CONVENTIONS DISPONIBLES POUR L'ANALYSE, 1982-83

	Élém.	Sec.	C.E.S.C.	Total
Nombre total des conventions possibles en 1982-83	76	76	48	200
Nombre de conventions disponibles pour l'analyse	70	57	47	174

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE

ÉLÉMENTAIRES	SECONDIARES	C.E.S.C
Essex	Bruce	Welland
Hamilton	Carleton	
Lake Superior	Dufferin	
Ottawa	Durham	
Red Lake	East York	
Sault Ste. Marie	Essex	
	Etobicoke	
	Fort Frances-Rainy River	
	Grey	
	Hamilton	
	Lake Superior	
	Norfolk	
	North York	
	Ottawa*	
	Red Lake	
	Renfrew*	
	Scarborough	
	Sudbury	
	York City	

* Conventions qui comportaient un régime d'encouragement à la pension anticipée en 1982-83.

FRÉQUENCE DES CLAUSES

Sur les 174 conventions analysées, 37, soit 21.3%, prévoyaient un régime d'encouragement à la pension anticipée*. Seize pour cent (11 sur 70) des conventions des écoles élémentaires, 40 pour cent (23 sur 57) de celles des écoles secondaires et 6% (3 sur 47) de celles des C.E.S.C. comportaient un régime d'encouragement à la pension anticipée.

NATURE DES CLAUSES

a) Conditions d'admissibilité

La quasi-totalité des régimes d'encouragement à la pension anticipée mentionnent des conditions d'admissibilité.

* Également appelé "early retirement allowance plan", "early leaving plan", "vacancy incentive plan" et "attrition inducement plan".

Celles-ci portent sur l'âge, l'expérience dans l'enseignement, la position dans l'échelle des salaries, la situation en matière de pension et d'autre sortes de qualifications ou conditions préalables.

i) ***Age***

Dix-huit conventions précisent une restriction d'âge

- facteur 60 ou 90, le moins élevé étant retenu (1 convention)
- 55 ans ou davantage (16 conventions)
- 55 ans ou moins (1 convention)

ii) ***Expérience dans l'enseignement***

Vingt conventions exigent pour la qualification des années d'expérience au fins d'ancienneté.

- 6 années au service du conseil (1 convention)
- 7 années consécutives au service du conseil (1 convention)
- 10 années de service créditées en vertu de la Loi sur le régime de retraite des enseignants (3 conventions)
- 10 années au service du conseil (8 conventions)
- 10 années consécutives au service du conseil (3 conventions)
- 11 années au service du conseil (1 convention)
- 12 années d'expérience dans l'enseignement (1 convention)
- 15 années au service du conseil (1 convention)

iii) ***Conditions préalable en matière de salaire***

Treize conventions exigent que le candidat soit au sommet de sa catégorie de salaire avant de solliciter une pension anticipée.

iv) *Conditions en matière de pension*

Douze conventions imposent des conditions en matière de pension.

- être admissible aux pension "A", "B", ou "F" selon la définition de la Loi sur le régime de retraite des enseignants (7 conventions)
- être admissible à une pension quelconque (3 conventions)
- ne pas être admissible à une pension complète, c.-à.-d. 70% (2 conventions)

v) *Conditions en matière de service*

Huit conventions exigent que le retraité travaille jusqu'à 20 jours par an pour chaque année du régime.

vi) *Autres*

- contract permanent (2 conventions)
- enseignant à plein temps (1 convention)
- non déclaré en excédent ni menancé de l'être durant la période du régime (2 conventions)

b) Administration du régime

i) *Approbation*

Quinze conventions précisent que le conseil est seule juge de l'approbation d'une demande de participation qu régime d'encouragement

à la pension anticipée. Cinq autres conventions laissent l'approbation à la discrétion du conseil, mais ajoutent que l'approbation ne doit pas être refusée sans raison. Enfin, cinq autres conventions, tout en laissant l'approbation à la discrétion du conseil, exigent de ce dernier une lettre expliquant les motifs d'un quelconque refus d'accorder à l'intéressé la participation au régime.

Deux conventions qui laissent en dernier lieu l'approbation des demandes entre les mains du conseil ont créé des comités mixtes qui permettent aux enseignants d'intervenir dans le processus de prise de décisions. Les clauses respectives sont reproduites ci-dessous.

Huron - École secondaire

Applications shall then be forwarded to the Vacancy Incentive Plan Committee which shall consist of two Branch Affiliate Members and two Board representatives.

A tie vote shall be lost.

Should any application be refused, for whatever reasons, a letter of denial of acceptance and an explanation shall be sent to the applicant on or before April 30 of the same school year.

Perth - École secondaire

The Director shall tender said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20 for separation at August 31.

Monitoring of the plan is to be done annually by a committee composed of three representatives from OSSTF and three representatives from the Board/Administration by October 31.

Deux conventions définissent les quotas à satisfaire.

Lennox and Addington - École secondaire

The maximum number of applicants which must be accepted shall be the greater of

(i) the number of projected redundancies for the next coming fall;

(ii) 5 percent of the total number of teachers employed by the Board as of January 31st of the current year in the Secondary Panel and and covered by this Agreement.

Nothwithstanding Clause 25.03 (d), additional applicants may be accepted subject to Board approval. The number of additional applicants to be accepted, if any, shall be determined by the Board at its first regularly scheduled meeting following the closing date for application.

Ottawa C.E.S.C.

b) Provided a sufficient number of teachers apply and a redundancy situation exists within the Board pursuant to Article 17, the employer shall grant an early retirement incentive plan to the lesser of

   i) 12 teachers system wide or

   ii) the number of teachers declared .redundant, by sector and not recalled according to Article 17, by June 15th exclusive of Article 17:06 vii b) to a maximum of 12 teachers overall. This number excludes those who defer under Article 17:06 vii b) that year but includes them the next year.

c) Approval of individual requests to participate in the plan shall rest solely with the Board, if applications exceed the number provided in b) above.

Enfin, trois conventions fixent une limite maximale au nombre de congès à accorder. Les clauses respectives sont également reproduites ci-dessus

Peterborough - École secondaire

The number of teachers who are granted the rights under this plan shall be a maximum of five each year. (Note: redundant teachers may apply; teachers contribute 1.0% of gross payroll and an amount equal to that is matched by the Board).

Sault-Ste-Marie - École secondaire

This article will be active only during a time of projected teacher redundancy and may not exceed the number of redundant teachers in any one year.

Elgin - C.E.S.C.

Teachers in Levels D, C, and B are not eligible for this retirement incentive. The Board is liable to the maximum extent of $30,000.00 in any one year.

ii) *Encouragements financiers*

Le montant total de l'encouragement financier varie d'ordinaire en fonction d'une échelle etablie. Celle-ci peut être fondée sur un ou plusieurs des facteurs suivants: genre de pension, années de service jusqu'à l'obtention de la pension complète, âge du retraité et qualifications en matière d'enseignement.

Ecouragement minimal

- $1,000 (4 conventions)
- $1,500 (1 convention)

- $2,000 (9 conventions)
- $3,000 (5 conventions)
- $4,000 (1 convention)
- $5,000 (8 conventions)
- $10,000 (1 convention)
- 5% du salaire (1 convention)
- différence entre le salaire de l'enseignant qui part à la retraite et celui de l'enseignant déclaré en excédent (2 conventions).

Encouragement maximal

- $9,000 (1 convention)
- $10,000 (8 conventions)
- $12,000 (3 conventions)
- $12,500 (1 convention)
- $15,000 (2 conventions)
- $18,000 (1 convention)
- $20,000 (10 conventions)
- $25,000 (2 conventions)
- 25% du salaire (1 convention)
- différence entre le salaire de l'enseignant qui part à la retraite et celui de l'enseignant déclaré en excédent (3 conventions).

Vingt-cinq conventions traitent du mode de paiement. Sept conventions prévoient le paiement d'une somme globale à la date de la retraite; sept prévoient le paiement des fonds dans l'année qui suit la retraite, tandis que neuf conventions prévoient des arrangements visant à étaler les paiements sur quatre ou même cinq ans. Deux conventions exigent le paiement d'une somme globale dès le départ à la retraite mais permettent au retraité de différer la réception de l'allocation de gratification de retraite (qui est une allocation distincte et séparée).

Sept conventions prévoient le paiement à la succession du défunt de tout encouragement financier restant à payer.

iii) ***Avantages sociaux***

Neuf conventions au total mentionnent des avantages sociaux. Cinq indiquent que le retraité n'est pas admissible à ces avantages, 3 exigent du conseil qu'il continue de payer une partie ou la totalité des avantages sociaux jusqu'à l'âge de 65 ans à condition que l'enseignant rembourse à celui-ci le coût total de la prime, et, dans une convention, le conseil a convenu de payer sa part du coût de la prime si l'assureur permet au bénéficiaire d'une pension anticipée de continuer à participer aux divers régimes.

iv) ***Durée du régime***

Quatorze conventions précisent la date à laquelle le régime doit faire l'objet d'une révision, ou une période (d'ordinaire de 4 ou 5 ans) pendant laquelle le régime doit rester en vigueur. D'autres régimes peuvent être résiliés une fois qu'il n'y a plus d'excédents.

L'annexe A de cette publication reproduit les clauses sur lesquelles se fonde l'analyse qui précède.

APPENDICE A

Frontenac Élementaire, 1982-83

ARTICLE XXVI- EARLY RETIREMENT INCENTIVE PLAN

26.1 The Early Retirement Incentive Plan (ERIP) is recognized as a co-operative solution to a current problem of declining enrolment in Frontenac County. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board.

26.2 For teachers age 55 or older with 12 or more years of teaching experience who retire early, the sum payable shall be:

i) $20,000 if retirement is taken before age 62 with 31 or fewer years of teaching experience.

ii) $15,000 if retirement is taken at age 62 with 32 or fewer years of teaching experience.

iii) $15,000 if retirement is taken before age 63 with 32 years of teaching experience.

iv) $10,000 if retirement is taken at age 63 with 33 or fewer years of teaching experience.

v) $10,000 if retirement is taken before age 64 with 33 years of teaching experience.

vi) $5,000 if retirement is taken at age 64 with 34 or fewer years of teaching experience.

vii) $5,000 if retirement is taken before age 65 with 34 or fewer years of teaching experience.

26.3 For teachers who retire on a full "A" pension the sum payable shall be:

i) $5,000 if retirement is taken 5 or more years before 65

ii) $4,000 if retirement is taken at age 61

iii) $3,000 if retirement is taken at age 62

iv) $2,000 if retirement is taken at age 63

v) $1,000 if retirement is taken at age 64.

26.4 The Board agrees to pay the monies indicated in 26.2 or 26.3 either as a separate Early Retirement Incentive Allowance, or as part of the final year's salary, the method of payment to be determined by the teacher.

26.5 The teacher shall forward to the Director of Education an application for payment under the ERIP and a resignation

letter which clearly states the effective date of resignation. This application must be received by the Director by 1 March for effective separation 31 August, or 31 August for effective separation from 31 December to the end of the school year. This letter of resignation shall be conditional upon formal acceptance of the teacher (by the Board) into the ERIP.

26.6 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose until the teacher reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full for the total cost of this employee benefit coverage.

Hastings Élémentaire, 1982-83

EARLY RETIREMENT INCENTIVE PLAN

11.1.0 PREREQUISITES

11.1.1 An individual must be at least 55 years of age and be eligible for an "A", "B" or "F" pension as defined by the Teachers' Superannuation Act.

11.1.2 An individual must be receiving the maximum salary of his category.

11.1.3 An individual must have 10 years of service with The Hastings County Board of Education credited under the Teachers' Superannuation Act.

11.2.0 OPERATION OF THE PLAN

11.2.1 The teacher shall forward to the Director of Education

-- an application to participate in the plan

-- proof of age

-- proof of service achieved under the Teachers' Superannuation Act

-- a resignation which clearly states the effective date of separation.

11.2.2 The application must be received by the Director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31.

11.2.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

11.2.4 The Board shall pay to the teacher the sum of $5,000. (which includes vacation pay) per year, to a maximum of four years or age 65, whichever comes first, if their application for E.R.I.P. is approved.

11.2.5 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

11.2.6 If the member dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the persons' estate in accordance with 11.2.4 and 11.2.5.

11.2.7 Any member who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

11.2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.

11.2.9 An individual shall agree to work for the Board for 20 days during each year of participation in the plan. This assignment must be acceptable to the employee and to the Ass't. Superintendent of Staff Services. Any such agreement sahll not result in a reduction in the number of teachers or of teacher strength.

Kenora Élementaire, 1982-84

ARTICLE IX - RETIREMENT GRATUITY

9.02 Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Kirkland Lake Élementaire, 1982-83

10.15 Early Leaving Plan

(a) Prerequisites

Each member of the Branch Affiliates who:

(i) is presently being paid a salary at the maximum of his salary, and

(ii) has ten (10) or more years of service credited under the Teachers' Superannuation Act, and

(iii) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

(b) Operation of the Plan

1. The member of the Branch Affiliate shall forward to the Director of Education:

   (i) an application for payment under the E.R.I.P.

   (ii) proof of age

   (iii) proof of service achieved under the Teachers' Superannuation Act,

   (iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation.

2. The application must be received by the Director in the month of January for effective separation at June 30th, or

   in the month of September for effective separation at December 31st.

3. The Director shall tender the said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20th for a separation at June 30th, and on or before October 30th for a separation at December 31st.

4. For each full year by which the date of separation predates the 65th birthday of the member, to a maximum of four (4) years, the Board shall pay to the member a sum of Five Thousand Dollars ($5,000.00).

5. Payments shall be made to the member on the anniversary date of separation in each succeeding year until the full amount is paid.

Lakehead Élementaire, 1982-83

5:02 Early Retirement Incentive Plan

A. Purpose

The purpose of the Early Retirement Incentive Plan is to enable Elementary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalties incurred under the terms of the Superannuation Act by retiring early.

B. Eligibility Requirements

1. An individual must be eligible for an A, B or F Pension as defined by the Teachers' Superannuation Act.

2. An individual must have a minimum of 10 years' service with The Lakehead Board of Education.

3. During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty days.

4. (a) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before December 31 of the school year in which he plans to retire.

(b) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before March 1st of the previous school year.

5. Approval of individual requests to participate in the Plan shall rest solely with the Board.

6. Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months of the closing date for application.

C. Conditions

1. A Teacher who is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the

total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total 35 years or until age 65, whichever is first.

An individual may participate in the Plan for a maximum of five (5) years.

2. A Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age 65, whichever is first.

3. A Teacher participating in the Plan shall be paid at the rate of $250 per day worked, which includes vacation pay.

4. A participating Teacher and the Board shall jointly sign a contract as appended.

5. A Teacher who is eligible for an "F" pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the service gratuity by deferring acceptance of a pension for the period of enrolment in the plan.

   Payment of the service gratuity to a Teacher covered by the above clause will occur during the period of enrolment in the Early Retirement Incentive Plan, and will be based on any arrangement suitable to both the Teacher and the Board.

D. Duration

1. Enrolment in the early Retirement Incentive Plan is limited to the period from September 1, 1979 to August 31, 1984.

Lanark Élementaire, 1981-83

ARTICLE 19.00 - EMPLOYEE BENEFIT PLANS

19.01 - The Board's Early Retirement Incentive Policy (No. 619.0) will not be altered by the Board without prior consultation with the Teacher's Negotiating Committee.

POLICY REGISTER

Part H - Staff

EARLY RETIREMENT INCENTIVE

Purpose

The Early Retirement Incentive Plan is intended to enable employees, during a period of declining enrolment, to retire earlier than

might otherwise be possible. The Plan will provide to employees an opportunity to earn following retirement, reducing the impact of the reduction in pension caused by early retirement.

Qualifications

1. An applicant shall, on or before the intended date of retirement:

   a) have achieved the age of fifty-five (55) years

   b) have completed not less than ten (10) years' continuous service with the Board;

   c) be receiving the maximum salary in his Category, salary or wage schedule; and

   d) be eligible to receive an "A", "B" or "F" pension from the Teachers' Superannuation Commission or an early retirement pension from the Ontario Municipal Employees' Retirement System.

Application

1. Each applicant shall forward, to the director of Education:

   a) a written application to participate in the Plan;

   b) proof of age;

   c) proof of credited service in the Teachers' Superannuation Plan or the Ontario Municipal Employees' Retirement System; and

   d) a letter of resignation, clearly stating the intended effective date. This letter may be made conditional upon the writer's acceptance into the Plan.

2. Retirement shall be effective on the thirty-first (31st) day of August. A written application shall be delivered to the Director of Education not later than the thirty-first (31st) day of December preceeding.

3. Notwithstanding 2. above, in exceptional circumstances an application to retire on a date other than the thirty-first (31st) day of August may be considered, in which case written application shall be delivered to the Director of Education not less than eight months prior to the intended date of retirement.

Approval or Denial

1. The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant within two (2) months following the closing date for application.

Operation

1. during each full year by which the date of retirement pre-dates the applicant's sixty-fifth (65th) birthday, but to a maximum of four (4) full years, the participant shall perform for the Board an assignment mutually agreed upon, for a period of twenty (20) days. In the case of a part-time employee this period shall be pro-rated, based on the ratio that his regular employment at the time of his retirement bears to normal full-time employment. In the year during which the participant achieves the age of sixty-five (65) years, if applicable, the number of days required shall be pro-rated, based on the months of September to June inclusive.

2. a) For each day worked by a teacher in Category A1, A2, A3 or A4, a Principal, a Vice-Principal or a Supervisory Officer in accordance with 1. above, the participant shall be paid the sum of two hundred and fifty dollars ($250.00). This sum includes vacation pay.

   b) For each day worked by a teacher in Category D, C or B or an employee not covered by a Collective Agreement with the Board in accordance with 1. above, the participant shall be paid the sum of one hundred and fifty dollars ($150.00). This sum includes vacation pay.

   c) For each day worked by an other employee in accordance with 1. above, the participant shall be paid the sum of one hundred dollars ($100.00). This sum includes vacation pay.

3. Should the participant become incapacitated before the termination of his participation in the Plan, the requirements of 1. above shall be waived during the balance of his participation.

4. Should the participant die before the termination of his participation in the Plan, the requirements of 1. above shall be waved, and the balance of the sums which would have accrued to the benefit of the participant by the intended date of termination of participation in the Plan shall be paid to his estate within sixty (60) days following receipt of proof of death.

Conditions

1. The participant is no longer an employee of the Board and, consequently, is not eligible to participate in any employee benefit plan of the Board.

2. A participant in the Plan who subsequently teaches under a Teacher's Contract shall forfeit all sums then remaining unpaid.

3. In the case of a participant who is eligible for an early retirement pension, who elects to defer his pension until the termination of his participation in the Plan, any Retirement Gratuity payable under the provisions of the Board's Collective Agreements shall

be payable notwithstanding the deferral of that pension. The participant shall obtain, from the Teachers' Superannuation Commission or the Ontario Municipal Employees' Retirement System, written confirmation of the deferral.

Duration

1. Entry into the Plan shall be permitted only until the thirty-first (31st) day of August, 1985.

Lincoln Élementaire, 1982-83

Early Retirement Incentives

a) The Board, when there are supernumerary teachers, shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65.

b) For teachers who are eligible for an "A" pension, the sum payable shall be:

   i $10,000. if retirement is taken in the first year of eligibility

   ii $6,000. if retirement is taken in the second year of eligibility

   iii $4,000. if retirement is taken in the third year of eligibility

   iv $2,000. if retirement is taken at least one year earlier than the mandatory retirement age

c) For teachers who are not covered in .06 (b) above but are eligible for a superannuation pension, the sum payable shall be:

   i $10,000. if retirement is taken at or before age 60

   ii $6,000. if retirement is taken at age 61

   iii $4,000. if retirement is taken at age 62

   iv $2,000. if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age

d) Any monies payable under .06 (b) or (c) shall be included in the final year's salary of the recipient, but is not eligible for pension credit as specified by the Superannuation Commission.

e) The basic condition of the plan shall be that it will not cost the board any money.

Middlesex Élementaire, 1982-83

ARTICLE XXI - EARLY RETIREMENT INCENTIVE PLAN

21.01 In 1982-83 only, on an experimental basis, the Board shall provide a plan to give financial incentives to full-time teachers to retire earlier than the mandatory age of 65.

21.02 The granting to a teacher of such financial incentive will be at the discretion of the Board, and shall not be unreasonably withheld.

21.03 The basic condition of the plan shall be that it will not cost the Board any money, based on the savings that may result from retaining teachers with lower salaries, who might otherwise have to be declared surplus, or from hiring teachers with lower salaries as replacements for the retiring teachers.

21.04 For calculating savings (or cost) to the Board, the following assumptions shall be used.

i) The Retiree's Salary shall be that which he would receive during the next school year, if he remained on staff.

ii) The Retained Teacher's Salary shall be the salary for the next school year, of the teacher of the same subject(s) or with similar qualifications, who is lowest on the current County Elementary Teachers' Seniority list as of September 30 of the current school year.

21.05 Payments under the plan as outlined in 21.06 and 21.07 (below) shall not exceed the amount calculated in 21.04 (above). Where these would do so, the exact amount calculated in 21.04 (above) shall be paid instead.

21.06 For teachers who are eligible for an "A" Pension under The Teachers' Superannuation Act, the sum payable, subject to 21.05 (above), shall be:

Factor 90 to 91.99 - $10,000
Factor 92 to 93.99 - $ 6,000
Factor 94 to 95.99 - $ 4,000
Factor 96 or higher - $ 2,000

if retirement is taken at least one year earlier than the mandatory retirement age.

21.07 For teachers not covered in 21.06 (above), but whose age is under 65, calculated at or before August 31 of the year of retirement, the sum payable, subject to 21.05 (above) shall be:

Age 60	-	$10,000
Age 61	-	$ 6,000
Age 62	-	$ 4,000
Age 63	-	$ 2,000
Age 64	-	$ 2,000

21.08 To be eligible for application for payment under this plan, the teacher shall have taught for this Board for a minimum of seven continuous years prior to the requested effective date of retirement, and shall make application prior to November 1st for payment in the following calendar year.

21.09 Upon receipt of a letter from the Board certifying that the teacher will be eligible for payment under the plan, the teacher must submit a formal resignation within thirty days, or the request will be deemed by the Board to have been withdrawn.

21.10 It is further agreed and understood by both parties to this Agreement that the payment schedules are based upon the premise that the incentive will be paid to a teacher reaching the Factor of 90, or Age 60, whichever is earlier.

21.11 Nothing in this plan shall affect in any way the payment of the regular Retirement Gratuity as outlined in Article 8.01 of this Agreement.

Norfolk Élémentaire, 1982-83

ARTICLE XVII - EARLY RETIREMENT SEVERANCE INCENTIVE PLAN

17.01 (a) The Board shall provide a plan to give financial incentives to teachers to retire from service earlier than age 65. The Plan shall not be retroactive.

(b) It is understood by both parties that the Plan is a cost saving devise for the Board and a benefit to the teacher.

(c) Subject to Article 17.01 (e), the acceptance of an application for a severance incentive for early retirment as hereinafter set forth, for a particular applicant, may only be denied by the Board if no cost saving would be realized by the Board's acceptance of that particular application.

(d) In order to determine whether or not a cost saving would result by acceptance of a particular application, the following method of calculation shall be used.

Step 1

Determine the number of years the retiring teacher would remain on the Board's payroll if he/she retires at age 65.

Step 2

Calculate the total number of dollars the Board would have to pay the retiring teacher over the period determined in Step 1 pursuant to the terms of the collective agreement in force at the time of retirement.

Step 3

Calculate the total number of dollars the Board would have to pay the replacement teacher over the same period of time on the same basis as the calculation for the retiring teacher and include the incentive the Board would be obliged to pay.

It is understood that the replacement teacher referred to herein is the teacher who would fill the position ultimately left vacant as a result of a teacher retiring under the terms of this plan.

Step 4

If the total number of dollars as calculated in Step 2 exceeds the total number of dollars calculated in Step 3, there is a deemed cost saving for the Board. If the total number of dollars is less, there is a deemed cost to the Board.

(e) When the Board does not have on staff a qualified teacher to replace a particular applicant for the plan, and cannot obtain, within the disposition period set out in Article 17.03 (b), after appropriate advertisement a qualified teacher to replace the particular applicant, the Board may under such circumstances deny that particular application.

17.02 In order to be eligible for the plan, the teacher shall:

(a) be 55 years old or more at the official retirement date; and

(b) have permanent contract with the Board; and

(c) have not less than 10 years consecutive service with this Board; and

(d) be working full time; or be on an approved leave of absence without pay; or be a full time teacher with a voluntary reduction of timetable, and

(e) retire from The Norfolk Board of Education

17.03 (a) The members of the Branch Affiliate shall forward to the Director of Education an application for payment under the plan and a resignation letter which clearly states the effective date of resignation. The application must be received by the director by January 15 for effective separation on or before August 31 or, in the case of teachers retiring in December, by September 30.

Wentworth Élémentaire, 1982-83

Article XVI

16.01 Compulsory retirement age for Teachers employed by the Wentworth County Board of Education shall be age 65.

16.02 When age 65 is reached within the contract year, written notice shall be given to the Board no later than February 15 of the Winter Term. Employment shall be terminated on June 30, July 31 or August 31 of that year.

16.03 (a) The Board shall provide a plan to give financial incentives to Teachers to retire earlier than the mandatory age of 65. The granting to a Teacher of a financial incentive for early retirement will be at the discretion of the Board. Such discretion shall not be unreasonably withheld.

(b) For Teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000. If retirement is taken 5 years or more prior to mandatory retirement age.

(ii) $10,000. If retirement is taken 4 years prior to mandatory retirement age.

(iii) $7,000. If retirement is taken 3 years prior to mandatory retirement age.

(iv) $5,000. If retirement is taken 2 years prior to mandatory retirement age.

(v) $3,000. If retirement is taken 1 year prior to mandatory retirement age.

(c) Any monies payable under (b) shall be designated as a retiring allowance payable upon retirement.

(d) The member of the Branch Affiliate shall forward to the Director of Education an application for payment under the E.R.A.P., and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15th for effective separation at June 30, August 31 or December 31. This letter of resignation shall be conditional upon the Teacher's acceptance into the Early Retirement Plan.

(e) The recipient agrees to defer receipt of the retirement gratuity (Article XVII) until the following calendar year.

(f) The viability of this plan shall be reviewed by the Parties on or before June 30, 1986.

Windsor Élementaire, 1982-83

10.04 Early Retirement Incentives

(a) The Board shall provide for teachers with a minimum of 10 years service with the Board a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under (b) or (c) will be at the discretion of the Board.

(b) For teachers who are eligible for a full pension, the sum payable shall be:

(i) $10,000 if retirement is taken in the first year of eligibility.

(ii) $6,000 if retirement is taken in the second year of eligibility.

(iii) $4,000 if retirement is taken in the third year of eligibility.

(iv) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

(c) For teachers who are not covered in 10:04 (b) above, the sum payable shall be:

(i) $10,000 if retirement is taken at or before age 60.

(ii) $6,000 if retirement is taken at age 61.

(iii) $4,000 if retirement is taken at age 62.

(iv) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

(d) Any monies payable under 10:04 (b) or (c) shall be included in the final year's salary of the recipient.

(e) The basic conditions of the plan shall be that it will not cost the Board any money, other than the savings that may result from retaining teachers with lower salaries.

Cochrane-Iroquois Falls Secondaire, 1982-83

ARTICLE 18 - EARLY RETIREMENT INCENTIVE PLAN

18:01 The Board shall, when there are Surplus Teachers to staff (as per Article 11 - Tenure), consider applications from Teachers for financial incentives for early retirement.

18:02 To qualify, a Teacher shall: -

(a) be at least fifty-five (55) years of age and be eligible for an "A", "B" or "F" pension as defined by the Superannuation Act; and

(b) have a minimum of ten (10) years' service with the Board credited under the Teacher's Superannuation Act.

18:03 The Teacher whose financial incentive is so granted shall be placed on a written contract to work for the Board for twenty (20) days (or such lesser period of time as may be mutually agreed upon) per year for a period of five (5) consecutive years or until age 65, which ever occurs first.

18:04 The duties to be carried out during the time period stipulated in 18:03 shall be determined by mutual consent between the Teacher and the Director of Education.

18.05 The Teacher's salary during each year in which he/she participates in the plan shall be determined in the same manner as per Article 4:08.

18:06 The Teacher while belonging to the plan may, with the approval of the carrier, participate in any of the Article 6 benefit plans included in the Agreement. The Board shall, for the Teacher who does participate, continue to contribute its portion of the cost of benefit premiums as stipulated.

18:07 The Teacher shall forward to the Director of Education an application for entry into the plan, together with a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15 for effective separation at August 31 or the same year. It is understood by all parties to this Agreement that such a letter of resignation shall be contitional upon the Teacher being granted access to this plan.

18:08 The Branch Affiliates shall be responsible for counselling any Teacher entering this plan.

Frontenac Secondaire, 1982-84

ARTICLE XX - EARLY RETIREMENT INCENTIVE PLAN

20.1 The Early Retirement Incentive Plan (ERIP) is recognized as a co-operative solution to a current problem of declining enrolment in Frontenac County. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board.

20.2 For teachers age 55 or older with 12 or more years of teaching experience who retire early, the sum payable shall be:

i) $20,000 if retirement is taken before age 62 with 31 or fewer years of teaching experience

ii) $15,000 if retirement is taken at age 62 with 32 or fewer years of teaching experience,

iii) $15,000 if retirement is taken before age 63 with 32 years of teaching experience,

iv) $10,000 if retirement is taken at 63 with 33 or fewer years of teaching experience,

v) $10,000 if retirement is taken before age 64 with 33 years of teaching experience,

vi) $5,000 if retirement is taken at age 64 with 34 or fewer years of teaching experience,

vii) $5,000 if retirement is taken before age 65 with 34 or fewer years of teaching experience.

20.3 For teachers who retire on a full "A" pension the sum payable shall be:

i) $5,000 if retirement is taken 5 or more years before age 65,

ii) $4,000 if retirement is taken at age 61,

iii) $3,000 if retirement is taken at age 62,

iv) $2,000 if retirement is taken at age 63,

v) $1,000 if retirement is taken at age 64.

20.4 The Board agrees to pay the monies indicated in 20.2 or 20.3 either as a separate Early Retirement Incentive Allowance, or as a part of the final year's salary, the method to be determined by the teacher at the time of application. If it is taken separately then it will be paid on 31 August, but it may be deferred until the calendar year next after retirement. All payments are without interest.

20.5 The Teacher shall forward to the Director of Education an application for payment under the ERIP and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by 1 March for effective separation 31 August, or 31 August for effective separation from 31 December to the end of the school year. This letter of resignation shall be conditional upon formal acceptance of the teacher (by the Board) into the ERIP.

20.6 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose, from the Collective Agreement in effect between the Federation and the Board, until the teacher reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full for the total cost of his employee benefit coverage. Such continuance is dependent upon satisfying the carrier's conditions.

Hastings Secondaire, 1982-83

18.0 EARLY RETIREMENT INCENTIVE PLAN

18.1 Prerequisites

1.1 An individual must be at least 55 years of age and be eligible for an "A", "B" OR "F" pension as defined by the Teachers' Superannuation Act.

1.2 An individual must be receiving the maximum salary of his category.

1.3 An individual must have 10 years service with The Hastings County Board of Education credited under the Teachers' Superannuation Act.

18.2 Operation of the Plan

2.1 The teacher shall forward to the Director of Education

-- an application to participate in the plan

-- proof of age

-- proof of service achieved under the Teachers' Superannuation Act

-- a resignation which clearly states the effective date of separation.

2.2 the application must be received by the Director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31st.

2.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

2.4 The Board shall pay to the teacher the sum of $5,000. (which includes vacation pay) per year, to a maximum of four years or to June 30th of the school year in which the teacher reaches age 65, whichever comes first, if his/her application for E.R.I.P. is approved.

2.5 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

2.6 If the member dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the persons' estate in accordance with 2.4 and 2.5.

2.7 Any member who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.

2.9 An individual shall agree to work for the Board in an assignment mutually agreed upon with The Assistant Superintendent of Staff Services for the equivalent of 20 working days during each year of participation in the Early Retirement Incentive Plan.

2.10 The assignment undertaken by the participant in the plan may augment or supplement the duties of Teachers but shall not result in the reduction of teachers or teacher strength.

Haldimand Secondaire, 1982-83

Early Retirement Incentive Plan

Purpose

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

Retirement

Mandatory retirement age for teachers employed by the Haldimand Board of Education shall be age 65. When a teacher reaches the mandatory retirement age during the school year, the teacher may continue to be employed until August 31st of that school year.

Qualifications and Conditions

1. The Teacher must be at maximum of his/her category.
2. The Teacher must have been on staff of the Board for the ten years immediately preceding entry into the program.
3. The Teacher will not be less than 55 years of age.
4. Approval of an individual request to participate in the Plan shall rest solely with the Board.
5. Payment is to be made in the year following the Teacher's retirement.

Amount

a) for teachers who are eligible for an "A" pension, the sum payable shall be:

   i) $12,000 if retirement is taken in the first year of eligibility;

   ii) $ 7,200 if retirement is taken in the second year of eligibility;

   iii) $ 4,800 if retirement is taken in the third year of eligibility;

   iv) $ 2,400 if the retirement is taken at least one year earlier than the mandatory retirement age.

b) For teachers who are not covered in a) above, but who are eligible for superannuation, the sum payable shall be:

i) $12,000 if retirement is taken at or before age 60;

ii) $ 7,200 if retirement is taken at age 61;

iii) $ 4,800 if retirement is taken at age 62;

iv) $ 2,400 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

Duration

The Plan shall expire on August 31, 1987.

Huron Secondaire, 1981-83

ARTICLE XXXII - VACANCY INCENTIVE PLAN

32.01 Purpose

To create vacancies by encouraging teachers who have reached a salary of at least the maximum of their certification category to retire and thus allow the retention of other teachers.

This Plan is recognized as a co-operative solution to the current problem of declining enrolment, and its long term viability should be reviewed no later than January, 1986.

32.02 Eligibility

Any teacher who has reached a salary of at least the maximum of his certification category may apply for inclusion in the plan.

32.03 Administration

(a) Applications for the Vacancy Incentive Plan shall be considered only if such a resignation causes an individual to be removed from the surplus pool.

(b) It is understood by the teacher that the Board has the full and final right to refuse to grant an incentive. A letter of explanation and refusal shall be sent to the applying teacher at the earlierst possible time.

32.04 Allowances

(a) The allowances shall be paid in either:

(i) one lump sum on the first regular scheduled pay date in January following the date of retirement,

(ii) or by another method mutually acceptable to the teachers and the Board.

(b) The minimum and the maximum allowances granted under this plan shall be as follows.

(i) The maximum allowance granted shall be the difference between the salary of the person retiring and the salary of the individual who will subsequently be removed from the surplus pool.

(ii) The minimum allowance granted shall be $10,000.

(iii) For part-time teachers the incentive shall be prorated.

(c) Should an individual, approved for the Vacancy Incentive Plan by the Board, die prior to receipt of the allowance, the allowance shall be paid to the beneficiary or if none, to his estate.

(d) Any allowance paid under this plan shall be in addition to any other benefits received upon retirement.

32.05 Application

(a) A teacher shall apply to the Director of Education by January 31 of the school year for entering into the plan, and his application shall be accompanied by a letter of resignation which clearly states the intended date of resignation.

(b) It is understood by all parties to this agreement that such a letter of resignation shall be conditional upon a teacher's being granted access to the plan.

(c) (i) Applications shall then be forwarded to the Vacancy Incentive Plan Committee which shall consist of two Branch Affiliate Members and two Board representatives.

(ii) A tie vote shall be lost.

(iii) Should any application be refused, for whatever reasons, a letter of denial of acceptance and an explanation shall be sent to the applicant on or before April 30 of the same school year.

(d) If a teacher wishes to withdraw his application after it has been approved by the Board such shall only be allowed by mutual consent of the teacher and the Board.

Kenora Secondaire, 1982-83

9.02 Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Kirkland Lake Secondaire, 1982-84

ARTICLE 26 - EARLY LEAVING PLAN

26.01 Prerequisites

Each member of the Branch Affiliate who:

(a) is presently being paid a salary at the maximum of his salary, and

(b) has ten or more years of service credited under the Teachers' Superannuation Act, and

(c) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

26.02 Operation of the Plan

(a) The member of the Branch Affiliate shall forward to the Director of Educaton:

(i) an application for payment under the E.R.I.P.,

(ii) proof of age,

(iii) proof of service achieved under the Teachers' Superannuation Act,

(iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation.

(b) The application must be received by the Director in the month of January for effective separation at June 30th, or

(c) The Director shall tender the said application to the Board who shall be their absolute discretion accept or reject the same and notify the applicant on or before February 20th for a separation at June 30th, and on or before October 30th for a separation at December 31st.

(d) For each full year by which the date of separation predates the 65th birthday of the member, to a maximum of four years, the Board shall pay to the member a sum of $5,000.00.

(e) Payments shall be made to the member on the anniversary date of separation in each succeeding year until the full amount is paid.

Lakehead Secondaire, 1981-83

EARLY RETIEMENT INCENTIVE PLAN

Purpose

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of decling enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalties incurred under the terms of the Superannuation Act by retiring early.

Eligibility Requirements

1. An individual must be at least 55 years of age and be eligible for an A, B, or F Pension as defined by the Teachers' Superannuation Act.

2. An individual must have a minimum of 10 years service with The Lakehead Board of Education.

3. During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty days.

4. (a) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before December 31st of the school year in which he plans to retire.

(b) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application;

in writing, to the Superintendent of Staff Services on or before March 1st of the previous school year.

5. Approval of individual request to participate in the Plan shall rest solely with the Board.

6. Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months from the closing date for application.

Conditions

1. A teacher wo is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total 35 year or until age 65, whichever is first.

2. a Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age 65, whichever is first.

3. A Teacher participating in the Plan shall be paid at the rate of $250.00 per day worked, which includes vacation pay.

4. A participating Teacher and the Board shall jointly sign a contract as appended.

5. A Teacher who is eligible for an F pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the Service Gratuity by deferring acceptance of a pension for the period of enrollment in the plan.

   Payment of Service Gratuity to a Teacher covered by the above, clause will occur during the period of enrollment in the Early Retirement Incentive Plan and will be based on any arrangement suitable to both the Teacher and the Board.

   Payment of the Service Gratuity shall not be made until receipt of documentation regarding written confirmation of deferral from the Superannuation Commission.

Duration

1. Enrolment in the Early Retirement Incentive Plan is limited to the period from September 1, 1979 to August 31, 1984.

Lanark Secondaire, 1982-83

ARTICLE 13.03 Where a teacher who ceased to be employed under the provisions of the Board's Early Retirement Incentive Plan (No. 619.0), and is eligible for an "F" pension, elects to defer his pension until the termination of his participation in the Plan, any retirement gratuity payable under the provisions of Article 13.00 shall be payable notwithstanding the deferral of that pension. The teacher shall obtain from the Teachers' Superannuation Commission, written confirmation of the deferral.

EARLY RETIREMENT INCENTIVE

Purpose

The Early Retirement Incentive Plan is intended to enable employees, during a period of declining enrolment, to retire earlier than might otherwise be possible. The Plan will provide to employees an opportunity to earn following retirement, reducing the impact of the reduction in pension caused by earlier retirement.

Qualification

1. An applicant shall, on or before the intended date of retirement:

   a) have achieved the age of fifty-five (55) years;

   b) have completed not less than ten (10) years' continuous service with the Board;

   c) be receiving the maximum salary in his Category, salary or wage schecule; and

   d) be eligible to receive an "A", "B" or "F" pension form the Teachers' Superannuation Commission or an early retirement pension from the Ontario Municipal Employees' Retirement System.

Application

1. Each applicant shall forward, to the director of Education:

   a) a written application to participate in the Plan;

   b) proof of age;

   c) proof of credited service in the Teachers' Superannuation Plan or the Ontario Municipal Employees' Retirement System; and

   d) a letter of resignation, clearly stating the intended effective date. This letter may be made conditional upon the writer's acceptance into the Plan.

2. Retirement shall be effective on the thirty-first (31st) day of August. A written application shall be delivered to the Director of Education not later than the thirty-first (31st) day of December proceeding.

3. Notwithstanding 2. above, in exceptional circumstances an application to retire on a date other than the thirty-first (31st) day of August may be considered, in which case written application shall be delivered to the Director of Education not less than eight months prior to the intended date of retirement.

Approval or Denial

1. The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant within two (2) months following the closing date for application.

Operation

1. During each full year by which the date of retirement pre-dates the applicant's sixty-fifth (65th) birthday, but to a maximum of four (4) full years, the participant shall perform for the Board an assignment mutually agreed upon, for a period of twenty (20) days. In the case of a part-time employee this period shall be pro-rated, based on the ratio that his regular employment at the time of his retirement bears to normal full-time employment. In the year during which the participant achieves the age of sixty-five (65) years, if applicable, the number of days required shall be pro-rated, based on the months of September to June inclusive.

2. a) For each day worked by a teacher in Category A1, A2, A3 or A4, a Principal, a Vice-Principal or a Supervisory Officer in accordance with 1. above, the participant shall be paid the sum of two hundred and fifty dollars ($250.00). This sum includes vacation pay.

   b) For each day worked by a teacher in Category D, C or B or an employee not covered by a Collective Agreement with the Board in accordance with 1. above, the participant shall be paid the sum of one hundred and fifty dollars ($150.00). This sum includes vacation pay.

   c) For each day worked by any other employee in accordance with 1. above, the participant shall be paid the sum of one hundred dollars ($100.00). This sum includes vacation pay.

3. Should the participant become incapacitated before the termination of his participation in the Plan, the requirements of 1. above shall be waived during the balance of his participation.

4. Should the participant die before the termination of his participation in the Plan, the requirements of 1. above shall be waived,

and the balance of the sums which would have occured to the benefit of the participant by the intended date of termination of participation in the Plan shall be paid to his estate within sixty (60) days following receipt of proof of death.

Conditions

1. The participant is no longer an employee of the Board and, consequently, is not eligible to participate in any employee benefit plan of the Board.

2. A participant in the Plan who subsequently teaches under a Teacher's Contract shall forfeit all sums then remaining unpaid.

3. In the case of a participant who is eligible for an early retirement pension, who elects to defer his pension until the termination of his participation in the Plan, any Retirement Gratuity payable under the provisions of the Board's Collective Agreements shall be payable notwithstanding the deferral of that pension. The participant shall obtain, from the Teachers' Superannuation Commission or the Ontario Municipal Employees' Retirement System, written confirmation of the deferral.

Duration

1. Entry into the Plan shall be permitted only until the thirty-first (31st) day of August, 1985.

Lennox and Addington Secondaire, 1982-83

ARTICLE XXV - EARLY RETIREMENT INCENTIVE PLAN

25.01 Purpose of the Plan

(a) The purpose of the plan is to relieve redundancy pressures within the secondary school system by generating vacancies which can be filled by redundant teachers.

(b) A further purpose of the plan is to help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers infringing the seniority rights of more established teachers in the County.

25.02 Eligibility

(a) to be eligible, applicants must be eligible for a pension other than disability or survivor pension from the Teachers' superannuation Commission.

(b) The pension the applicant is eligible for must be subject

to an actuarial reduction or must be less than a 70 percent pension (but not actuarially reduced).

(c) The applicant must have at least six (6) years of experience with the Board.

(d) The applicants must be at the top of their salary category.

(e) The applicant must not be threatened with redundancy within the period payments would be made under the plan if the application is accepted.

25.03 Applications

(a) A teacher wishing to participate in the plan must apply to the Board before the January 31st preceding the school year in which he hopes to retire.

(b) The applicant teacher shall indicate at this time the type of pension he is eligible for, the percentage amount of the pension, and his age.

(c) Applicants may withdraw from the plan without penalty until an offer of annual incentive payment has been accepted as provided by Clause 25.04 (f). Once an application has been withdrawn, the applicant will not be further considered under this Article for the current year.

(d) The maximum number of applicants which must be accepted shall be the greater of

(i) the number of projected redundancies for the next coming fall;

(ii) 5 per cent of the total number of teachers employed by the Board as of January 31st of the current year in the Secondary Panel and covered by this Agreement.

(e) Notwithstanding Clause 25.03 (d), additional applicants may be accepted subject to Board approval. The number of additional applicants to be accepted, if any, shall be determined by the Board at its first regularly scheduled meeting following the closing date for applications.

25.04 Working of the Plan

(a) After the closing date for applications, the names of all applicants who meet the conditions set out in Clause 25.02 will be ordered in accordance with decreasing seniority.

(b) Following the determination of the maximum number of

applicants to be accepted, the accepted applicants shall be determined as follows:

(i) where the number of qualified applicants is less than or equal to the maximum number to be accepted, all qualified applicants shall constitute accepted applicants;

(ii) where the number of qualified applicants is greater than the maximum number to be accepted, qualified applicants will be drawn in order from the list established under Clause 25.04 (a) until the maximum number to be accepted is reached and these shall constitute the accepted applicants.

(c) (i) Determine the difference between the grid salaries, as of the closing date for applications. of accepted applicants other than Principals or Vice-Principals who have been accepted and the grid salaries of an equal number of teachers chosen from the seniority list starting with the teacher with the least seniority and working upwards in an order of increasing seniority. Multiply the foregoing difference by 0.75.

(ii) Determine the difference between the maximum Principal grid salary and the minimum Principal grid salary, as of the closing date for applications. Multiply this amount by 0.45 and further multiply by the number of Principals who are accepted applicants.

(iii) Determine the difference between the maximum Vice-Principal grid salary and the minimum Vice-Principal grid salary, as of the closing date for applications. Multiply this amount by 0.45 and further multiply by the number of Vice-Principals who are accepted applicants.

(iv) The total annual incentive payment shall be the sume of the amounts determined by (i), (ii) and (iii) above. If this amount is negative then substitute zero for the total annual incentive payment.

(v) Where the amount of the total incentive payment determined in (iv) is zero, no incentive payment shall be offered and procedings under this Article shall be halted.

(d) Each accepted applicant shall be assigned points in accordance with the following:

(i) 1 point, to a maximum of 50 points, for every percentage point that the pension to be received will be less than 70 per cent;

(ii) 2 points, to a maximum of 20 points, for every year that the accepted applicant is below the age of 65 years;

(iii) 3 points, to a maximum of 30 points, for every year of pension penalty;

(iv) fractional points shall be rounded to two decimal places;

(v) all points shall be determined as of the effective date of resignation.

(e) The annual incentive payment to an individual accepted applicant shall be determined by multiplying the total annual incentive payment determined in Clause 25.04 (c) (iv) by the number of points determined for the applicant in accordance with Clause 25.04 (d) and dividing the result by the total of points determined under Clause 25.4 (d) for all accepted applicants.

(f) The annual incentive payment offer shall be made in writing and shall include the amount to be paid each year and the number of years of eligibility for payment. Acceptance of the annual incentive payment offer must be indicated by registered letter within seven (7) days of receipt of the Board's offer. The letter of acceptance must be accompanied by a letter of resignation with the resignation having effect on August 31st of that year. Except as provided by Clause 25.04 (h), no resignation tendered under this provision may be withdrawn.

(g) Acceptance of the terms and conditions of the annual incentive payment offer shall be deemed a waiver of further seniority rights, or of rights originating in the redundancy provisions (Article XXII) of this Agreement.

(h) Where an accepted applicant declines the Board's offer or fails to respond within the time limits set out in Clause 25.04 (f), that accepted applicant shall be deemed to have withdrawn his application and shall have returned to him any resignation submitted in accordance with Clause 25.04 (f).

(i) The withdrawal of an accepted applicant shall, except as provided below, cause all of the steps of this Clause to be carried through again. Applicants who have accepted an annual incentive payment need not be recontacted under Clause 25.04 (f), except to be advised of the revised payment, if the result of the application of Clause 25.04 (e) is an annual incentive payment which is not less than that which was previously accepted under Clause 25.04 (f).

25.05 Evidence of Pension

Participants accepted in the plan must provide proof to the Board of having applied for and been accepted for a pension by the Teachers' Superannuation Commission before the first annual incentive payment will be made.

25.06 Payment

(a) The annual incentive payment shall be payable in two equal installments for each year of eligibility. The installments shall be issued on the first pay date in September and January for each year of eligibility.

(b) The teacher receiving the annual incentive payment may cause the September payment to be deferred to the January following, provided such notice is given in sufficient time for the Board to hold the payment.

(c) In the event of the death of the participating teacher, payments will be made to the estate of the teacher for the period the teacher would have been eligible if said teacher had not died.

(d) Payments under the plan will be made until the August of the school year in which one or more of the following conditions are met:

(i) the participating teacher reaches age sixty-five (65);

(ii) payments under the plan have been received by the participating teacher for four (4) school years;

(iii) the length of time under the plan is such that the participating teacher would have been eligible for a non-reduced 70 per cent pension if he/she had continued teaching during that period of time.

25.07 Recalculation

(a) Where a Principal or vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal is filled by a secondary teacher, other than a Vice-Principal or a Principal, in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accepted under Clause 25.04 shall be recalculated in accordance with Clause 25.07 (d).

(b) Where a Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal is filled by a secondary Vice-Principal in the employ of the Board at the time of the acceptance of the early retirement incentive payment and the resultant Vice-Principal vacancy is filled by a secondary teacher in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accepted under Clause 25.04 shall be recalculated in accordance with Clause 25.07 (d).

(c) For the purposes of Clauses 25.07 (a) and (b), where a Principal or Vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal or is filled by transferring a secondary Principal or Vice-Principal, any vacancy created by the transfer shall be deemed to be the vacancy created by the acceptance of the early retirement incentive payment.

(d) The teachers promoted to Principal or Vice-Principal as a result of such internal promotions shall be treated as though they were accepted applicants for the purposes of Clause 25.04 (c) (i) and the calculation of the total annual incentive payment in Clause 25.04 (c) (iv) shall be redone with this assumption. If the resulting total annual incentive payment is greater than previously determined, the individual annual incentive payments shall be recalculated and individual annual incentive payments shall be increased accordingly.

25.08 Deferral of Resignation

(a) An applicant may request deferral of the effective date of resignation from that provided by Clause 25.04 (f). Such a request shall accompany the application submitted in accordance with Clause 25.03 and shall indicate the date on which the applicant would prefer the resignation to be effective. The applicant shall also clearly indicate in the request whether the application is to be withdrawn in the event the request deferral is not granted.

(b) The decision to allow a deferral shall be subject to Board approval and the decision shall be made on an individual basis at the same time as the decision under Clause 25.03 (e) regarding acceptance of additional applicants.

(c) Deferrals, when granted, shall normally be granted until either December 31st or the last day of the first term of the school year following the resignation date set out in Clause 25.04 (f).

(d) A participant granted a deferral shall be paid as any other teacher employed by the Board for the period of the deferral.

(e) The effect of granting a deferral shall be to change the effective date of resignation set out in Clause 25.04 (f) to the date requested by the applicant and granted by the Board.

(f) Where an accepted applicant is granted a deferral of resignation, the annual incentive payment for the school year during which the deferral is effective shall be divided by the number of school days in the school year and multiplied by the number of school days in the deferral period within that school year. the foregoing amount shall be subtracted from the annual incentive payment for that school year. this deduction from the annual incentive payment shall be made from the first installment set out in Clause 25.07 (a) and any balance shall be deducted from the second installment set out in Clause 25.06 (a).

(g) Exept as provided in Clause 25.08 (d), (e) and (f), a participant who has been granted a deferral shall be treated in full accordance with this Article.

Lincoln Secondaire, 1982-83

.05 Salary Contribution

a) It is the intention of this section that O.S.S.T.F. District 6 may direct part of their salaries to be used by the Board to pay for the salaries and benefits of redundant teachers of the secondary panel of the Lincoln Board who, notwithstanding the full implementation of all of the terms of this agreement, would be without teaching positions with the Lincoln Board.

b) To that end, it is agreed that District 6 may, by majority vote of a duly constituted meeting of its members, agree to supplement financially the finances of the Board by allocating and re-directing up to 1% of the total salaries generated by the grid then in existence (exclusive of all other payments and benefits) or a certain sum as allocated and shall reduce the salaries of all of the teachers by the amount stated in the resolution of the membership and shall establish a separate fund.

The fund so established shall be used to retain and rehire, as the case may be, teachers who have become redundant to the secondary school system which said teachers shall be in addition to the complement of teachers previously established in accordance with all of the terms of this

agreement. The number of teachers to be so re-hired will be determined by the Seniority Committee, taking into consideration the available money in the fund.

c) Funds so collected may, at the direction of District 6, be allocated in support of .06 and .07.

d) District 6 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making deductions in accordance with section b).

e) Before this article is implemented, both parties agree to designate representatives to examine and review the legal and financial ramifications and obligations and method of administration of this section.

.06 Early Retirement Incentives

a) The Board, when there are supernumerary teachers, shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under b) or c) will be at the discretion of the Board.

b) For teachers who are eligible for an "A" pension, the sum payable shall be:

i $10,000. if retirement is taken in the first year of eligibility;

ii $6,000. if retirement is taken in the second year of eligibility;

iii $4,000. if retirement is taken in the third year of eligibility;

iv $2,000. if retirement is taken at least one year earlier than the mandatory retirement age.

c) For teachers who are not covered in .06 b) above, but who are eligible for superannuation, the sum payable shall be:

i $10,000. if retirement is taken at or before age 60;

ii $6,000. if retirement is taken at age 61;

iii $4,000. if retirement is taken at age 62;

iv $2,000. if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

d) Any monies payable under .06 b) or c) shall not be included in the final year's salary of the recipient.

e) The basic conditions of the plan shall be that it will not cost the Board any money.

f) If mutually acceptable to the Board and District 6 and in order to preserve the Retirement Incentive Plan, monies may be provided from funds levied in .05 a) and b).

Middlesex Secondaire, 1982-83

24 00 00 EARLY RETIREMENT INCENTIVE PLAN

24 01 00 Subject to any relevant decision by the courts of Ontario, in 1981-82 only, on an experimental basis, the board shall provide a plan to give financial incentives to full-time teachers to retire from service earlier than the mandatory age of 65.

24 02 00 The granting to a teacher of such financial incentive will be at the discretion of the Board, and shall not be unreasonably withheld.

24 03 00 The basic conditions of the plan shall be that it will not cost the Board any money, based on the savings that may result from retaining teachers with lower salaries, who might otherwise have to be declared redundant, or from hiring teachers with lower salaries as replacements for the retiring teachers.

24 04 00 For calculating savings (or costs) to the Board, the following assumptions shall be used.

24 04 01 01 The retiree's salary shall be that which he would have received during the next school year based on the Agreement in effect on the date of retirement.

02 The retained teacher's salary shall be the salary for the next school year, of the teacher who is hired to replace the retiree or the teacher who would have been declared redundant had the retiree not requested payment under this plan based on the same Agreement as noted in 24 04 01 01.

24 05 00 Payments under the plan, as outlined in 24 06 00 and 24 07 00, shall not exceed the amount calculated in 24 04 00 by subtracting the retained teacher's salary from the retiree's salary. Where these would do so, the exact amount calculated in 24 04 00 will be paid instead.

24 06 00 For teachers who are eligible for an "A" Pension under The Teachers' Superannuation Act, the sum payable subject to 24 05 00 shall be:

Factor 90 to 91.99	- $10,000	if retirement is taken five years or more prior to mandatory retirement age as noted in Board Policy 400-11
Factor 92 to 93.99	- $ 6,000	if retirement is taken four years or more prior to mandatory retirement age as noted in Board Policy 400-11
Factor 94 to 95.99	- $ 4,000	if retirement is taken three years or more prior to mandatory retirement age as noted in Board Policy 400-11
Factor 96 or higher	- $ 2,000	if retirement is taken at least one year prior to mandatory retirement age as noted in Board Policy 400-11

24 07 00 For teachers not covered in 24 06 00, but whose age is between 60 and 64 years, calculated on August 31 of the school year in which the teacher retires, the sum payable, subject to 24 05 00 shall be:

Age 60	$10,000
Age 61	$ 6,000
Age 62	$ 4,000
Age 63	$ 2,000
Age 64	$ 2,000

24 08 00 To be eligible for application for payment under this plan, the teacher shall have taught for this Board for a minimum of seven continuous years prior to the requested effective date of retirement, and shall make application prior to December 31st for payment in the following calendar year.

24 09 00 Upon receipt of a letter from the Board certifying that the teacher will be eligible for payment under the plan, the teacher must submit formal resignation within thirty days, or the request will be deemed by the Board to have been withdrawn.

24 10 00 The retiree shall receive his payment under the plan no later than November 1 in the year of retirement.

24 11 00 Nothing in this plan shall affect in any way the payment of the regular Retirement Gratuity as outlined in 20 00 00 of this Agreement.

Nipigon-Red Rock Secondaire, 1982-83

ARTICLE XXIV - EARLY RETIREMENT INCENTIVE PLAN

24.01 Purpose:

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalty incurred under the terms of the Superannuation Act by retiring early.

24.02 Eligibility Requirements:

a] An individual must be at least fifty-five (55) years of age and be eligible for an A, B or F Pension as defined by the Teachers' Superannuation Act.

b] An individual must have a minimum of ten (10) years service with The Nipigon-Red Rock Board of Education.

c] During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty (20) days.

d] i) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Director of Education on or before December 31st of the school year in which he plans to retire.

ii) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application, in writing, to the Director of Education on or before March 1st of the previous school year.

e] Approval of individual request to participate in the Plan shall rest solely with the Board.

f] Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher within two (2) months from the closing date for application.

24.03 Conditions:

a] A Teacher who is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total thirty-five (35) years or until age sixty-five (65), whichever is first.

b] A Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age sixty-five (65), whichever is first.

c] A Teacher participating in the Plan shall be paid at the rate of $250.00 per day worked, which includes vacation pay.

d] A participating Teacher and the Board shall jointly sign a contract as appended.

e] A Teacher who is eligible for an F pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the Retirement Gratuity by deferring acceptance of a pension for the period of enrolment in the Plan.

Payment of the Retirement Grauity to a Teacher covered by the above clause will occur during the period of enrolment in the Early Retirement Incentive Plan and will be based on any arrangement suitable to both the Teacher and the Board.

Payment of the Retirement Gratuity shall not be made until receipt of documentation regarding written confirmation of deferral from the Superannuation Commission.

24.04 Duration

Enrolment in the Early Retirement Incentive Plan is limited to the period from August 30th, 1982, to August 31st, 1987.

APPENDIX "B"

EARLY RETIREMENT INCENTIVE PLAN

CONTRACT FORM

Having read the terms and conditions of the Early Retirement Incentive Plan as specified in Article XXIV of the Collective Agreement dated July 27th, 1982, between The Nipigon-Red Rock Board of Education and the Nipigon-Red Rock Division of the Ontario Secondary School Teachers' Federation, I hereby advise that I wish to participate in the Plan, and will therefore, retire from my current teaching position effective

the _____ day of _____ 19____.

SIGNATURE _____

WITNESS _____

DATE _____

In accordance with the terms and conditions of the aforementioned Early Retirement Incentive Plan, The Nipigon-Red Rock Board of Education agrees to employ

_____, for a period of

_____ years commencing the _____ day of _____,

19 _____, and terminating the _____ day of _____,

19 _____.

SIGNATURE _____

WITNESS _____

DATE _____

Northumberland and Newcastle Secondaire, 1981-83

ARTICLE XVI - RETIREMENT DATE AND AGE CEILING

16.01 Retirement date shall be June 30th following the Teacher's sixty-fifth birthdate; however, should the Teacher's sixty-fifth birthday fall in July or August, the retirement date shall be June 30th immediately prior to this birthdate. The Administration may invite a Teacher to continue beyond this date on a yearly basis, but Sick Leave in such a year shall be limited to twenty days for salary purposes.

16.02 Early Retirement Incentive Plan
(effective September 1, 1982)

Plans of this nature have been created as a response to declining enrolment. The following plan is intended to alleviate in part Teacher redundancy during this period of declining enrolment.

a) Prerequisites

1. A Teacher must be at least 55 years of age and be eligible for an "A", "B", or "F" pension as defined by the Teachers' Superannuation Act.

2. A Teacher must be receiving the maximum salary of her category.

3. A Teacher must have 10 years service with The Northumberland and Newcastle Board of Education credited under the Teachers' Superannuation Act.

b) Operation of the Plan

1. The Teacher shall forward to the Director of Education

- an application to participate in the plan
- proof of age
- proof of service achieved under the Teachers' Superannuation Act
- a resignation which clearly states the effective date of separation

2. The application must be received by the director by the 1st of December for effective separation at June 30,

or

by the 1st of March for the effective separation at December 31st.

3. Approval of individual requests to participate in the plan shall rest solely with the Board.

4. The Board shall pay to the Teacher the sum of $5,000 (which includes vacation pay) per year, to a maximum of four years or to June 30th of the school year in which the Teacher reaches age 65, whichever comes first, if her application for E.R.I.P. is approved.

5. Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

6. If the Teacher dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the person's estate in acordance with 4 and 5.

7. Any Teacher who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.

8. Once the resignation is effective, the Teacher is no longer an employee of the Board and not eligible for any employee benefits.

9. A Teacher shall agree to work for the Board in an assignment mutually agreed upon with the Superintendent of Program for a period of 20 days during each year of participation in the Early Retirement Incentive Plan.

Peel Secondaire, 1981-83

14.02 EARLY RETIREMENT INCENTIVE PLAN (E.R.I.P.)

b) i) For Teachers who are eligible for a maximum pension, the sum payable shall be:

a) $10,000 if retirement is taken in the first year of eligibility.

b) $6,000 if retirement is taken in the second year of eligibility.

c) $4,000 if retirement is taken in the third year of eligibility.

d) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

ii) For Teachers who are not covered in 14.02 (b) (i) above, the sum payable shall be:

a) $10,000 if retirement is taken at or before age 60.

b) $6,000 if retirement is taken at age 61.

c) $4,000 if retirement is taken at age 62.

d) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

c) Payment of the Early Retirement Incentive shall be made on the first regular pay date in January following the date of retirement. Alternative arrangements for payments may be made, providing the Teacher notifies the Board in writing at the time the incentive is approved, and the Board agrees to the method proposed.

d) The basic condition of the plan shall be that any costs to the Board of the use of this plan shall be offset by savings realized by the replacement Teacher being at a lower salary.

Perth Secondaire, 1981-83

ARTICLE XXI - EARLY RETIREMENT INCENTIVE PLAN

The parties recognize that there is an Early Retirement Incentive Plan available to teachers through Board Policy _____.

Recommended Early Retirement Incentive Plan

to be adopted as policy by the Board

Prerequisites for Application

Each member of the Branch Affiliate who:

(a) is presently being paid a salary at the maximum of his/her category, and

(b) has eleven or more years of service with the Perth County Board of Education credited under the Teachers' Superannuation Act, and

(c) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

Operation of the Plan

This plan will be operated under the aegis of Board Policy.

(a) The member of the Branch Affiliate shall forward to the Director of Education

(i) an application for enrolment in the ERIP.

(ii) proof of age.

(iii) proof of service achieved under the Teachers' Superannuation Act.

(iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation and which resignation is conditional upon enrolment in the ERIP.

(b) The application must be received by the director in the month of January for effective separation at August 31.

(c) The Director shall tender said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20 for separation at August 31.

(d) After costing each teacher eligible to enter into the plan, the Board having received application from an eligible teacher will either accept or reject said application in the aforementioned plan. Upon acceptance of said applicant, the Board will enter into a Memorandum of Agreement with the individual teacher outlining the terms of such plan; such terms to include financial arrangement and the length of term of such agreement.

(e) For each full year by which the date of separation (August 31) predates the 65th birthdate of the teacher, the Board shall pay to the teacher on a pro-rated 4-year basis $6,000, $5,000, $4,000, $3,000.

Example: If a teacher participates in the plan with the following number of years to compulsory retirement, the payment will be as below -

4 years	3 years	2 years	1 year
6,000	-	-	-
5,000	5,000	-	-
4,000	4,000	4,000	-
3,000	3,000	3,000	3,000

(f) Payments shall be made to the teacher on the anniversary date of separation (August 31), in each succeeding year until the full amount is paid.

Ontario

Duration

(a) Enrollment in the ERIP is limited to the period September 1, 1982 to August 31, 1986.

(b) Monitoring of the plan is to be done annually by a committee composed of three representatives from OSSTF and three representatives from the Board/Administration by October 31.

Method of Amendments

This plan may only be amended by the Board following consultation with the Branch Affiliate.

Peterborough Secondaire, 1981-83

Article XIX Incentives for Early Retirement (I.E.R.)

19.01 Group Benefit Plans

A teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit Plans to which he belongs at the time of retirement until he attains the age of 65 years. The retired teacher must pay the full premium cost to maintain his participation and coverage under the group contracts.

19.02 Retirement Gratuity

A teacher who has attained the 90 factor and who would qualify for a retirement gratuity under the provisions of Article 10.02 (b) of this Agreement, shall have the gratuity to which he would be entitled at that time paid in trust into an account in that teacher's name. The money would be held in trust and paid in full with accrued interest to the teacher upon his retirement as provided by the clauses outlined in Article X.

Supplementary Payments to Early Retirees

19.03.01 Prerequisites

Each permanent contract teacher who

- is personnally declared redundant to the system

or

- agrees to an early retirement under the I.E.R. plan in order to permit a teacher who has been with the Board more than one (1) year, who would otherwise be redundant, to be retained in a teaching position,

and

- is presently being paid the maximum salary of his/her category

and

- is not eligible for a 70% pension under Section 24 or Section 26 of the Teachers' Superannuation Act (1975)

and

- has ten or more years of service credited under the Teachers' Superannuation Act (1975)

and

- is 55 or older

and

- wished to permanently retire from the teaching profession,

is eligible for payments under the Incentive for Early Retirement Plan (I.E.R.)

19.03.02 Operation of the Plan

The Teacher shall forward to the director of Education:

- an application for payments under the I.E.R., and
- a validated statement showing that the teacher is not eligible for a 70% pension and the date on which the teacher would be eligible for a 70% pension under Sections 24 or 26 of the Teachers' Superannuation Act if applicable, were he/she to remain in the employ of the Board, and

- proof of age, and

- proof of service achieved under the Teachers' Superannuation Act, and
- a resignation in the form which complies with the provisions of the Standard Teachers' Contract and which clearly states the effective date of the resignation.

This letter of resignation shall be conditional upon the teacher's formal acceptance by the board into the Early Retirement Plan.

19.03.03 Except in the case of personal redundancy the application must be received by the Director of Education on or before January 31 for effective separation at June 30

or

on or before September 15 for effective separation at December 31 following.

Where an application is personally redundant, he/she shall submit his/her application for I.E.R. within 5 teaching days of being officially notified of his/her redundancy.

19.03.04 The final date for determining whether an applicant will be admitted to the plan shall be May 31st, the date at which actual redundancy of any member of staff can be accurately determined. All applicants for I.E.R. shall be notified of this approval or denial within six (6) school days of that date.

19.03.05 For each full year by which the date of separation predates the date on which the teacher would become eligible for a 70% pension or reach the age of 65, whichever occurs sooner, to a maximum of four years, the Board will pay the member the sum of $5,000 from the special fund created for this purpose, as defined below. In the event of a teacher becoming eligible for a 70% pension or reaching 65 during the four years of his/her eligibility in the plan, the final payment will be pro-rated up to and including the month in which he/she would become eligible for a 70% pension or reach age 65, whichever occurs sooner.

19.03.06 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1, until the amount is paid. Where the total sum payable is less than $20,000, the final payment shall be adjusted accordingly.

19.04 Funding of the Plan

19.04.01 A deduction will be made on each pay cheque for each O.S.S.T.F. certificated teacher employed by this Board in capacities defined in Article 2.01 of this Agreement.

19.04.02 The deductions specified in 19.04.01 above shall be at the rate of 1/8 of 1.0% of the gross pay being made to such teachers.

19.04.03 The total amount of all such deductions shall be credited into a special account maintained by the Board entitled 'Incentives for Early Retirement Plan - In Trust'.

19.04.04 On or before the last day of each calendar month, the Board shall transfer into the special account an amount of dollars equivalent to the total of all payroll deductions credited to the same account in that month.

19.04.05 On or before the last day of each month the Board shall also transfer into the special account the proportion of provable savings (as defined in Section 19.5, hereunder) applicable to that month in accordance with the percentages stated in Article 8.01.01 of this Agreement.

19.04.06 On or before the last day of each month the Board shall transfer into the special account the interest earned in the month on the total amount at credit at the end of the preceding month less any withdrawals made in the

current month. Interest shall be calculated at a rate two percentage points below the bank prime rate(s) in effect during the month.

19.05 Provable Savings

The annual amounts of provable savings (Section 19.04.05 above) shall be determined by the Director of Education at the time each individual application for I.E.R. is handled. The following general principles will be applied in making the determination:

19.05.01 In the case of a redundant teacher applying for I.E.R., there are no provable savings involved;

19.05.02 In the case of a teacher applying for I.E.R. in order that an otherwise redundant teacher may be retained, the provable savings for the first year shall be the difference in the grid salary for that year between the teacher on I.E.R. and the one who is retained on staff;

19.05.03 In recognition of the fact that it will normally be impossible to clearly identify the situation after the first year, the following formula shall apply for the determination of the amount of the provable savings for those years:

Second Year) Third Year) Fourth Year)	90% of the provable savings for the first year

19.06 Other Regulations

19.06.01 Statements of the financial position of the special fund as at June 30 and December 31 of each year will be issued by the Superintendent of Business to the Salary Committee of the Board and to the President and to the Chief Negotiator of District 18 of O.S.S.T.F.

19.06.02 In the event that the values of the special fund should exceed $250.00 further payroll deductions from the teachers and the matching amounts from the Board (Items 19.04.02 and 19.04.04) shall be waived until such time as it is necessary to reimplement them.

19.06.03 The number of teachers who are granted the rights under this plan shall be a maximum of five each year.

19.06.04 In the event that not all applicants may be granted I.E.R. in any school year, any member who is personally redundant to the system shall have first priority. In the case of the teachers who are not personally redundant, the oldest teachers, in terms of age, shall be selected.

19.07 Termination of the Plan

19.07.01 In the event that the teachers and Board agree that the fund is no longer needed, it will be dispersed 50% to the Board and 50% to the teachers on staff at that time.

19.07.02 In the event that the I.E.R. plan is terminated at sometime in the future, it is hereby understood and agreed that all the contributions called for in the clauses 19.04.01 to 19.04.06 inclusive will continue until such time as the monies in the Special Fund are sufficient to provide for all payments to teachers then outstanding in accordance with clauses 19.03.05 and 19.03.06.

Prescott and Russell Secondaire, 1982-84

ARTICLE XLVII - EARLY RETIREMENT

47.01 Eligibility

The teacher is eligible to an early retirement if he complies with all the conditions of this paragraph:

a) he receives the maximum salary of his category,

b) he has a permanent contract with the Board,

c) he is 55 years old or less, at the official date of retirement for a pension A.

47.02 Conditions

1. Through his school Principal, the teacher must send his application for early retirement to the secretary of the Board with:

   a) an official attestation of age,

   b) a letter of resignation indicating the date of resignation.

2. The teacher must send his application to the Secretary of the Board before January 31st for retirement on August 31st of the same year, or, before September 30th for retirement on December 31st of the same year.

3. The board reaches a decision and informs the concerned teacher on or before March 15 for retirement on August 31st, and, on or before October 30 for retirement on December 31st.

4. If the Board has approved the application for early retirement, it then pays the teacher a lump sum he is allowed according to his age, on September 1st if retirement has occured on August 31st and on January 1st if retirement has occured on December 31st, therefore, the day following the official date of retirement.

Table of the lump sum the teacher receives:

Age	Sum
55	15000,$
56	13500,$
57	12000,$
58	10500,$
59	9000,$
60	7500,$
61	6000,$
62	4500,$
63	3000,$
64	1500,$

Example: A teacher who is 59 receives 9000,$ on January 1st if retirement has occured on December 31st. the teacher receives no other sum under this article.

Sault Ste. Marie Secondaire, 1982-83

Early Retirement Incentive

The Board will pay a financial incentive to members who elect to retire on Superannuation prior to reaching the age of 65 years. The amount of such incentive shall be 5% of annual salary per year to a maximum of 25% of salary for five or more years' early retirement. This article will be active only during a time of projected teacher redundancy and may not exceed the number of redundant teachers in any one year.

The member shall apply for early retirement incentive to the Superintendent of Personnel by January 15th of the school year in which early retirement is anticipated, or by August 31st when retirement is anticipated at the end of Semester 1. The letter of application shall contain a resignation from contract upon condition that the early retirement incentive is approved. The Board will notify the member of its decision by May 1st.

The payment of funds shall be paid into an RRSP or in a manner designated by the member. Such payment shall be made within one month of the member's cessation of active employment with the Board.

Timmins Secondaire, 1982-83

8.05 EARLY RETIREMENT INCENTIVE PLAN

Step I

Purpose

a) The purpose of the plan is to relieve redundancy pressures within the secondary school system by generating vacancies within the senior staff.

b) The plan will help to adjust the age distribution of teachers within the system, by facilitating the retention of younger teachers. This will also enable the Board to hire people necessary for a specific program and will revitalize the teaching staff by infusing new blood within the system.

Step II

Eligibility

A teacher is eligible for E.R.I.P. if :

a) he is eligible for any pensions;

b) he is being paid at the maximum of his or her salary category;

c) he has ten or more years of service credited under the Teacher's Superannuation Act;

d) he is 55 years of age or greater;

e) he has ten or more years of continuous service with this Board.

Step III

Conditions of Acceptance

a) proof of age;

b) proof of service achieved under the Teacher's Superannuation Act;

c) the application must be received by the Director of Education by January 31 for effective separation on August 31 of the same year, or by September 30 for effective separation on December 31 of the same year.

d) A letter of resignation must accompany the application for Early Retirement, stating the effective date of resignation. The resignation letter is void if applicant is rejected for Early Retirement.

e) A participation contract stipulating the conditions of agreement is to be signed by both parties.

f) Approval of individual requests shall be made by the Board but such approval shall not be unduly withheld.

Step IV

Allowance

a) The allowance as set out hereunder shall be paid in one lump sum as part of regular salary in June as of the year in which retirement is to occur or as otherwise agreed to by the parties thereto.

b) The allowance in 4(a) shall be paid as follows:

Age	ALLOWANCE
55	$15,000
56	13,000
57	11,000
58	9,000
59	7,000
60	5,000
61	4,000
62	3,000
63	2,000
64	1,000

c) Age at retirement shall be age as of August 31 in the year in which application in made.

Step V

Other explanations

a) This plan in no way affects the status of a teacher in regard to obtaining his Unused Sick Leave Retirement Allowance.

b) If a teacher wishes to defer his pension while he is participating in the Early Retirement Incentive Plan, he can still receive his Unused Sick Leave Retirement Allowance subject to Clause (a) above by obtaining from the Superannuation Commission a written confirmation of deferral of his pension.

c) A teacher who qualifies for a full "A" pension and does not apply for the Early Retirement Incentive Plan within twelve months forfeits his eligibility for the Early Retirement Incentive Plan in any subsequent years.

Toronto Secondaire, 1982-83

6.10.0.0.0 ATTRITION INDUCEMENT PLAN

6.10.1.0.0 During a period of declining enrolment an Attrition Inducement Plan, based on the principles outlined in Appendix C shall be implemented.

6.10.1.1.0 The actual procedures for administering this plan shall be determined by the Board in consultation with the Branch Affiliate.

In order to reduce the number of surplus Teachers and to retain a more normal balance between the junior and senior teachers on school staffs, the parties to the Agreement have established an Attrition Inducement Plan which will pay, retroactively, to those Teachers who have been induced to retire (above and beyond those Teachers who retire and could have retired on a full pension under the appropriate Sections of the Teachers' Superannuation Act within the life of the Collective Agreement) their proportionate share of the difference of the salaries at June 30 between those Teachers induced to retire and an equal number of the surplus Teachers who are thereby retained under Contract September 1.

The Board in consultation with the Branch Affiliate shall determine in each year of the Attrition Inducement Plan (set out above) the following factors and apply these factors to the formula set out below.

(i) Factors

X = The sum of the salaries as at June 30 of those Teachers who were induced to retire as of June 30 (and who would not have been eligible to receive a full pension had they retired during the life of the Collective Agreement).

Y = The sum of the salaries as at June 30 of those surplus Teachers who were retained under Contract as of September 1 due to induced retirements (as set out above).

Z = The proportionate share of the difference between X and Y payable to each Teacher (induced to retire) as a retroactive salary adjustment (subject to the provisions of the Superannuation Act).

Formula

The full time equivalent of

$$Z = \frac{X-Y}{\text{Full time equivalent number of Teachers who were induced to retire as of June 30,}}$$

The Board will also consult the Branch Affiliate from time to time to determine the effectiveness of the Attrition Inducement Plan (set out above) and to consider the advisability of introducing other plans of a similar nature.

Wentworth Secondaire, 1982-83

ARTICLE XVI - RETIREMENT

16.01 Compulsory retirement age for teachers employed by the Wentworth County Board of Education shall be age 65.

16.02 When age 65 is reached within the Agreement period, as defined in Article 4.01, a written notice shall be given to the Board no later than February 15 preceding the date of retirement. Employment shall be terminated on June 30, July 31 or August 31 of that year at the discretion of the teacher.

EARLY RETIREMENT ALLOWANCE

16.03 a) The Board shall provide a retiring allowance to teachers who retire earlier than the mandatory retirement age of 65. The granting to a teacher of a retiring allowance will be at the discretion of the Board. Such discretionary consideration shall not be unreasonably withheld.

b) For teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000 if retirement is taken 5 years or more prior to mandatory retirement age.

(ii) $10,000 if retirement is taken 4 years prior to mandatory retirement age.

(iii) $7,000 if retirement is taken 3 years prior to mandatory retirement age.

(iv) $5,000 if retirement is taken 2 years prior to mandatory retirement age.

(v) $3,000 if retirement is taken 1 year prior to mandatory retirement age.

c) Any monies payable under (b) shall be designated as a retiring allowance payable on retirement.

d) The member of the Branch Affiliate shall forward to the Director of Education an applicantion for payment under the Early Retirement Plan and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by

January 15 for effective separation at June 30 or August 31 or December 31 (or end of first semester of the following year in a semestered School). This letter of resignation shall be conditional upon the teacher's acceptance into the Early Retirement Plan.

e) The recipient agrees to defer receipt of the retirement gratuity (Article 17.01) until the following calendar year.

f) The Early Retirement Plan is recognized as a cooperative solution to a current problem of declining enrolment. Its long-term viability should be reviewed after no longer than five years.

Windsor Secondaire, 1981-84

15.03 (a) It is the intention of this Article that all teachers covered by this agreement shall direct, if necessary each year, a part of their salaries to be used by the Board to pay for the salaries of redundant teachers of the secondary panel of the Windsor Board who, notwithstanding the full implementation of all of the terms of this Agreement would be without teaching positions with the Windsor Board.

(b) To that end it is agreed that District 1 will supplement financially the finances of the Windsor Board by allocating and redirecting up to 1% of the total salaries generated by the grid then in existence (exclusive of all benefits, COLA and other allowances).

(c) The Board shall accept the allocation and shall reduce the salaries of all the teachers by the amount of up to one (1) percent of the salaries or whatever amount is necessary to retain the jobs of redundant teachers, whichever is less. The money so derived shall be used to retain and rehire, as the case may be, teachers who have become redundant to the secondary school system. Said teachers shall be in addition to the complement of teachers previously established in accordance with all of the terms of this Agreement. The number of teachers to be so hired will be determined by the Teacher Board Complement Committee, taking into consideration the available money in the fund.

(d) If mutually acceptable to the Board and District 1 and in order to preserve the retirement incentive plan, monies may be provided from funds derived in 15.03 (a) and (b) to the retirement incentive plan.

15.04 (a) The Board shall provide for teachers with a minimum of 10 years service with the Board a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under (b) or (c) will be at the discretion of the Board.

(b) For teachers who are eligible for a full pension, the sum payable shall be:

(i) $10,000 if retirement is taken in the first year of eligibility.

(ii) $6,000 if retirement is taken in the second year of eligibility.

(iii) $4,000 if retirement is taken in the third year of eligibility.

(iv) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

(c) For teachers who are not covered in 15.04 (b) above, the sum payable shall be:

(i) $10,000 if retirement is taken at or before age 60.

(ii) $6,000 if retirement is taken at age 61.

(iii) $4,000 if retirement is taken at age 62.

(iv) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

(d) Any monies payable under 15.04 (b) or (c) shall be included in the final year's salary of the recipient.

(e) The basic conditions of the plan shall be that it will not cost the Board any money, other than the savings that may result from retaining teachers with lower salaries.

(f) If mutually acceptable to the Board and District 1, and in order to preserve the Retirement Incentive Plan, monies may be provided to that plan from funds derived in 15.03 (a) and (b).

Elgin CESC, 1982-83

8.03 RETIREMENT GRATUITY PLAN

Retirement Incentive

Teachers who retire on pension shall receive an annual payment as per the following scale:

Age	Amount
55	$10,000
56	9,000
57	8,000
58	7,000
59	6,000
60	5,000
61	4,000
62	3,000
63	2,000
64	1,000

Teachers in Levels D, C and B are not eligible for this retirement incentive. The Board is liable to the maximum extent of $30,000 in any one year.

Ottawa CESC, 1981-83

ARTICLE XXII: EARLY RETIREMENT INCENTIVE PLAN

23:01 Teachers in the employ of the Board shall be eligible for early retirement incentives subject to the following conditions:

a) Eligibility shall be restricted to teachers

i) with 10 years of seniority with the Board

ii) who are at the maximum of their salary category

iii) who are at least 55 years of age on or before August 31 or December 31 of the year of retirement.

iv) who are not eligible for a maximum pension (ie: 35 years of service) under the teachers' Superannuation Act of Ontario

v) who would not be declared redundant within the period payment would be made under the plan

vi) who submit an application to the Board by March 15 of the year of retirement (Note: Applications received from teachers employed during 1981-1982 shall be considered)

b) Provided a sufficient number of teachers apply and a redundancy situation exists within the Board pursuant to Article 17, the employer shall grant an early retirement incentive plan to the lesser of

i) 12 teachers system wide or

ii) the number of teachers declared redundant, by sector and not recalled according to Article 17, by June 15th exclusive of Article 17:06 vii b) to a maximum of 12 teachers overall. This number excludes those who defer under Article 17:06 vii b) that year but includes them the next year.

c) Approval of individual requests to participate in the plan shall rest solely with the Board, if applications exceed the number provided in b) above.

d) i) Where a teacher applies for early retirement incentive and such application is approved, such application shall be deemed to be notice by the teacher of his/her permanent retirement effective the following August 31 or December 31.

ii) In the case where an application for E.R.I.P. is not approved by the Board, the notice of retirement shall be deemed null and void.

e) Benefits available under the Early Retirement Incentive Plan shall be:

i) Where the applicant teacher is eligible for a full pension but less than a 70% pension prior to age 65, the benefit shall be:

$10,000 if retirement is taken in the first year of elibibility

$6,000 if retirement is taken in the second year of eligibility

$4,000 if retirement is taken in the third year of eligibility

$2,000 if retirement is taken at least one year earlier than the mandatory retirement age of 65.

ii) Where the applicant teacher is not eligible for a full pension the benefit shall be:

$12,500 if retirement is taken at or before age 59

$10,000 if retirement is taken at age 60

$6,000 if retirement is taken at age 61

$4,000 if retirement is taken at age 62

$2,000 if retirement is taken at age 63 or 64

f) The benefits as determined in (e) above shall be paid on September 15 or January 15 of the year of retirement of the teacher or such other date as is mutually agreeable.

g) It is incumbent upon the teacher to whom early retirement incentives are payable to submit:

i) proof of age and

ii) proof of pension eligibility prior to receipt of payment made under this plan.

Stormont, Dundas and Glengarry CESC, 1981-83

10.05 Early Retirement Gratuity:

(a) Any Teacher having 15 years of experience of which ten (10) consecutive with the Board, may benefit from the early retirement gratuity according to the following scale:

AGE	AMOUNT
60 to 64	$4,000.00
59	$4,500.00
58	$5,000.00
57	$5,500.00
56	$6,000.00
55	$6,500.00
54	$7,000.00
53	$7,500.00
52	$8,000.00
51	$8,500.00
50	$9,000.00

(b) Any Teacher may not receive the early retirement gratuity more than once and could subsequently be rehired only as a supply Teacher or under an occasional contract with the Board.

(c) The age limit for Teachers' retirement is set at 65; afterwards, the Board may renew his/her contract on a year to year basis.

POOR

QUALITY

ORIGINAL